

## 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
Craig C. Mateer	07/10/2012
RECEIVING PARTY DATA	
Name:	Old Florida National Bank
Street Address:	315 East Robinson Street, Suite 100
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32801
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7310568
Patent Number:	7512458
Application Number:	60420042
Application Number:	12371288
Application Number:	12397822
Application Number:	12550674
Application Number:	12555905
CORRESPONDENCE DATA	
Fax Number:	(407)841-2343
Phone:	407-841-2330
Email:	Dmagana@addmg.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:	Allen, Dyer, et al
Address Line 1:	255 South Orange Ave., Suite 1401
Address Line 4:	Orlando, FLORIDA 32801

OP \$280.00 7310568

ATTORNEY DOCKET NUMBER:	0112407
NAME OF SUBMITTER:	David W. Magana
<p>Total Attachments: 8</p> <p>source=Security_Agreement_2#page1.tif</p> <p>source=Security_Agreement_2#page2.tif</p> <p>source=Security_Agreement_2#page3.tif</p> <p>source=Security_Agreement_2#page4.tif</p> <p>source=Security_Agreement_2#page5.tif</p> <p>source=Security_Agreement_2#page6.tif</p> <p>source=Security_Agreement_2#page7.tif</p> <p>source=Security_Agreement_2#page8.tif</p>	

## SECOND AMENDED SECURITY AGREEMENT

This Second Amended Security Agreement (the "Agreement") entered into this <sup>ym</sup> 10 day of July, 2012 ("Effective Date") is between CRAIG C. MATEER ("Grantor") and OLD FLORIDA NATIONAL BANK ("Lender").

### WITNESSETH:

WHEREAS, the Grantor heretofore executed and delivered to the Lender a Security Agreement dated July 23, 2009, as amended by that certain Amended Security Agreement dated December 2, 2011, whereby the Grantor unconditionally, jointly and severally secured the prompt payment and performance of certain obligations of ZWB HOLDINGS, INC., a Florida corporation (the "Borrower"), to the Lender, all as more particularly described in said Security Agreement; and

WHEREAS, the Lender is this day amending and restating certain prior obligations of the Borrower into a renewal and amended revolving promissory note (the "Amended Revolving Note") and a separate Amended and Restated Term Note (the "Amended Term Note"); and

NOW, THEREFORE, in consideration of the matter set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby covenants and agrees as follows:

1. Ratification. The Security Agreement dated July 23, 2009 as amended remains in full force and effect and there are no amendments, modifications, supplements, arrangements, side letters or understandings, oral or written, of any sort that modify, amend, alter, supplement or change the terms except as herein expressly provided.

2. Security Interest. In consideration of the loans ("Indebtedness") made to Borrower by Lender as set forth in the Business Loan Agreement dated July 23, 2009, the First Amendment to the Business Loan Agreement dated December 15, 2011, and the Second Amendment to Business Loan Agreement dated July 10<sup>th</sup>, 2012 (together, the "Loan Agreements") and for other valuable consideration, the receipt and sufficiency of which are herein acknowledged, Grantor hereby grants to Lender a security interest in the Collateral described below, pursuant to Sections 9-101 et seq. of the Uniform Commercial Code, to secure: (a) payment of the Indebtedness, including renewals and extensions thereof; (b) all costs and expenses incurred in collection of the Indebtedness, including reasonable attorney's fees; (c) all other money advanced by Lender to or for the account of Borrower at the option of Lender; and (d) all other present or future direct or contingent liabilities of Borrower to Lender. Grantor specifically agrees and acknowledges that Lender would not have entered into the Loan Agreements without the execution of this Agreement by Grantor.

3. Collateral. Grantor has entered into this Agreement for the purpose of creating a security interest in favor of Lender in the collateral set forth in Schedule 1 to this Agreement (collectively, the "Collateral"), including, but not limited to, all of Grantor's right, title, and interest in (1) the United States Patents listed in Schedule 1 and the inventions described and

claimed in those patents, and any future improvements, whether patented or unpatented ("Patents"); (2) the United States Patent Applications listed in Schedule 1 and the inventions described and claimed in those applications, and any patents that may be issued upon any of those applications and any future patent applications; ("Applications") (3) any reissue, extension, division, or continuation of the Patents or Applications (4) all future royalties, profits, or other fees paid or payment or payments made or to be made to Grantor in respect to the Patents or Applications; (5) all rights, interests, claims, and demands that Grantor has or may have in damages for past and future infringements of the Patents or Applications; and (6) all Grantor's right, title and interest in any of the proceeds or benefits of any life insurance policies listed in Schedule 1.

4. **Grantor's Representations and Warranties.** Grantor represents and warrants as follows:

(a) **Name.** Grantor's exact full legal name is as set forth in the preface of this Agreement;

(b) **Title.** The Collateral now owned and to be owned by Grantor is not subject to any security interest superior to that created by this Agreement, or to any liens or encumbrances, and Grantor will defend the Collateral against the claims and demands of all persons. Grantor further warrants and covenants that no instrument related to assignment, conditional assignment, encumbrance, transfer, conveyance, or hypothecation covering any of the Collateral has been executed, filed, or recorded with any public office including, but not limited to, the United States Patent and Trademark Office.

(c) **Patents and Applications.** In regard to the Patents and Applications set forth in Schedule 1, that Grantor (i) is the true and lawful exclusive owner of the Patents and Applications, including all rights and interests conveyed through this Agreement; (ii) the Patents are valid and enforceable; (iii) Grantor has full power and authority to execute and deliver this Agreement; (iv) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it with reference to the Patents and Applications and the interests granted in this Agreement; (v) Grantor has no notice or basis for belief that the Patents or Applications are invalid under the Patent Act; and (vi) the Patents, Applications and all interests granted in this Agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

5. **Covenants of Grantor.** During the term of the security interest here granted and evidenced, Grantor covenants and agrees as follows:

(a) **Transfer.** That Grantor will not sell, convey, assign, license or in any way encumber its rights and interests in the Collateral or enter into any agreement which restricts or impairs Lender's rights under this Agreement without the prior written consent of Lender.

(b) **Patents and Applications.** Grantor shall, at its own expense, diligently file, prosecute, and maintain all Applications and Patents, and shall pay or cause to be paid in their customary fashion all connected fees and disbursements, and shall not abandon any such

Applications before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any of the Patents without the prior written consent of Lender. Grantor shall not abandon any Patents or Applications without the prior written consent of Lender. In the event the Grantor finds that it cannot pay fees or maintenance related to the Patents or Applications, it must immediately notify Lender. Lender will have no duty or obligation to pay any fees or maintenance related to the Patents or Applications.

(c) Liens. Grantor will not permit any other security interest, lien or encumbrance to attach to the Collateral, permit the Collateral to be levied upon under any legal process, or permit anything to be done that may impair the value of the Collateral or the security intended to be afforded by this Agreement;

(d) Filings. Lender is hereby appointed Grantor's attorney-in-fact (which appointment is coupled with an interest and irrevocable during the term of the security interest hereby granted) to do all acts and things which Lender may deem necessary to perfect and continue perfected and security interest created by this Agreement and to protect the Collateral including, but not limited to, executing any UCC Financing Statement, filing any security agreement or other documentation with the U.S. Patent and Trademark Office;

(e) Location of Grantor's Records and the Collateral. The Collateral and Grantor's records relating thereto will be kept at the Grantor's address set out on the signature page;

(f) Change of Name or Place of Business. Grantor will notify Lender promptly, but not more than fifteen (15) days after any change in (i) Grantor's name, (ii) the location of the principal office of Grantor; or (iii) any location where the Collateral is kept; and

(g) Use and Protection of Collateral. Grantor will only use the Collateral in the ordinary course of business. Grantor will use best efforts to maintain its respective rights in and to the Collateral;

6. Right of Inspection. Grantor shall keep records concerning the Collateral in reasonable detail. Lender shall have free and complete access to such records concerning the Collateral, upon reasonable notice, during normal business hours and shall have the right to make extracts or copies at its expense.

7. Default and Remedies.

(a) In the event that (i) Grantor becomes insolvent or shall file or cause to be filed a petition in bankruptcy against it and such petition shall not be withdrawn or rescinded within ninety (90) days of its filing, (ii) Grantor makes an assignment for the benefit of creditors, (iii) any involuntary bankruptcy, insolvency, reorganization, debt adjustment, liquidation, or receivership proceeding is filed against Grantor, in which Grantor is alleged to be insolvent or unable to pay its debts as they mature, and Grantor consents to or admits in writing the material allegations of the petition filed in such proceedings, or (iv) Grantor assigns or transfers any or all of the Collateral, or grants an exclusive or perpetual right to any Collateral to a third party,

Lender may, without regard to any other default and proceed to exercise any one or more of his rights set forth herein or accorded to a secured party by the Uniform Commercial Code in force in the State of Florida on the date of this Agreement, after written notice to Grantor and failure of Grantor to resolve such matter within fifteen (15) days of receipt of such written notice, to obtain assignment or possession of all Collateral in the possession of Grantor and Grantor will cooperate fully in the delivery or assignment of the Collateral to Lender upon request of the Lender.

(b) The parties agree that in the event of any default by Borrower with respect to the Indebtedness, Borrower shall receive notice pursuant to the terms of the Loan Agreements. If Borrower fails to remedy such default according to the terms of the Loan Agreements, then Lender may, without regard to any other default, proceed to exercise any one or more of his rights set forth herein or accorded to a secured party by the Uniform Commercial Code in force in the State of Florida on the date of this Agreement, to obtain assignment or possession of all Collateral in the possession of Grantor and Grantor will cooperate fully in the delivery or assignment of the Collateral to Lender upon request of the Lender.

(c) It is understood and agreed that this Agreement has been made and entered into pursuant to the Uniform Commercial Code and that Lender has all the rights and remedies accorded thereby or under all other applicable laws. Grantor is liable for all obligations and liabilities arising in connection with this Security Agreement. Whenever an event of default shall have occurred and has not been remedied by Borrower pursuant to the terms of the Loan Agreements, Lender shall also have the rights under the Uniform Commercial Code. In addition, and without limitation, Lender may exercise any one or more of the following remedies: (i) to foreclose the liens and security interest created under this Agreement by any available judicial procedure or without judicial process; (ii) to take possession of the Collateral and require Grantor to execute all necessary assignments regarding the Collateral, including assignments of Patents, Applications, and causes of action related to infringement of the Patents; (iii) to require Grantor to assemble the Collateral and make it available to Lender; (iv) to take control of proceeds of the Collateral; or (v) to sell, assign, license, lease, collect or otherwise dispose of the Collateral, or any part thereof, either at public or private sale, in lots or in bulk, for cash or credit or otherwise, with or without representations or warranties, and upon commercially reasonable terms, and Lender may bid or become a purchaser at any such sale, and Lender shall have the rights at its option to apply or credit the amount of all or any part of the Indebtedness, against the purchase price bid by Lender at any such sale. The net cash proceeds resulting from the collection, liquidation, sale, license, lease or other disposition of the Collateral shall be applied, first, to the expenses (including reasonable attorneys' fees) of retaking, holding, storing, preparing for sale, selling, collection or liquidating the Collateral and the like, including reasonable attorney's fees, and then to the satisfaction of the Indebtedness, application as to particular portions of the Indebtedness, or against principal or interest to be in Lender's absolute discretion.

8. **Term of this Agreement.** This Agreement and the security interest in the Collateral created hereby shall terminate upon the earlier of: (i) when the Indebtedness has been fully, finally and irrevocably paid in accordance with the terms of the Loan Agreements; or (ii) upon written notice of termination hereof given to Grantor by Lender. Prior to such termination, this shall be a continuing agreement.

9. **Assignment.** Grantor may not assign its rights or obligations under this Security Agreement without the prior express written consent of Lender. Lender has the absolute, unfettered right to transfer this Agreement and its rights and obligations hereunder to any third party with notice to Grantor.

10. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be directed to the addresses set forth below or such other address as may be specified in writing, by certified or registered mail, return receipt requested by the party to which or whom notices are to be given. Notices shall be deemed to be given three (3) days after mailing by depositing same in any United States post office station or letter box in a post-paid envelope.

11. **Choice of Laws; Venue.** The parties specify that this Agreement shall be made and interpreted under the laws of the State of Florida. Each of the parties hereby submits itself to the jurisdiction of the federal and state courts located in Orange County, Florida, and agrees to commence any lawsuit arising under or relating to this Agreement in this jurisdiction.

12. **Entire Agreement.** This Agreement, the Loan Agreements, and all attachments or documents incorporated by reference therein, represent the entire agreement between the parties and embody all of the prior discussions and agreements between all parties. No other agreement can be claimed except an agreement in writing and signed by all parties.

13. **Waiver.** No waiver of any breach of any covenant, agreement or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement or undertaking or as a waiver of any breach of any other covenant, agreement or undertaking. In the case of a breach of any part of any covenant, agreement or undertaking, the nonbreaching party may nevertheless accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of any party to exercise any power given herein or to insist upon strict compliance with any covenant, agreement or undertaking contained herein and no custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. The waiver by any party of a breach of any covenant, agreement or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

14. **Remedies Cumulative.** Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon any party shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy; but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law, in equity or by statute.

15. **Further Assurances.** Each of the parties will execute, deliver, acknowledge or supply such further, financing statements, documents, instruments and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.

16. **Construction.** The parties hereto agree and acknowledge that each of the parties contributed to the drafting of this Agreement and any agreements, instruments or other documents executed in connection herewith. None of those agreements, instruments or documents shall be construed against or interpreted to the disadvantage of any party hereto by reason of such party having structured, initially prepared or drafted any agreement, instrument, or document. Each of the parties hereto had access to legal counsel (regardless of whether or not such party may have availed itself of such counsel) in connection with the negotiation, documentation and execution of any of those agreements, instruments or documents.

17. **Computation of Time.** In computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday according to the applicable state's law, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or a legal holiday.

18. **Authority to Act.** Any individual executing this Agreement on behalf of a business organization does hereby represent and warrant that he or she has implied or express authority to enter into this Agreement on behalf of such business organization which he or she represents.

19. **Severability.** If any provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality and enforceability of the other provisions hereof, shall not be affected thereby.

20. **Effective Date.** This agreement is effective as of the date of execution of the Loan Agreements.

21. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

22. **Attorneys' Fees.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written below.

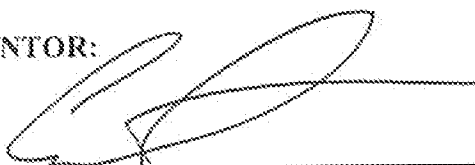
LENDER:

OLD FLORIDA NATIONAL BANK,  
a national banking association

By:   
T. MATT RAVENSCROFT  
Its: Senior Vice President

Address of Lender:  
315 E. Robinson Street, Suite 100  
Orlando, Florida 32801

GRANTOR:

  
CRAIG C. MATEER

Address of Grantor:  
6751 Forum Drive  
Orlando, Florida 32821

*SCHEDULE 1*

This is Schedule 1 to the Amended Security Agreement dated as of July <sup>14</sup>10, 2012, between Craig C. Mateer ("Grantor"), and Old Florida National Bank ("Lender").

Grantor hereby grants to Lender a security interest in all of the following, whether now existing or created during the term of this Security Agreement:

United States Patent Number 7,310,568

United States Patent Number 7,512,458

United States Patent Application Number 60/420042

United States Patent Application Number 12/371288

United States Patent Application Number 12/397822

United States Patent Application Number 12/550674

United States Patent Application Number 12/555905

Life Insurance Policy in the face amount of \$5,000,000.00 on the life of Craig C. Mateer acceptable to lender.