

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
AWC Systems Technology, LLC	08/01/2012

RECEIVING PARTY DATA

Name:	Doris Nebel Beal Inter Vivos Patent Trust
Street Address:	6277 Sierra Circle
City:	Rockford
State/Country:	TENNESSEE
Postal Code:	37853

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	08792578
Application Number:	08922129
Application Number:	08815003
Application Number:	08834377
Application Number:	09264072
Application Number:	10126116
Application Number:	10672513
Application Number:	09166345
Application Number:	09198823
Application Number:	09533687
Application Number:	10135248
Application Number:	10145927
Application Number:	10995669
Application Number:	10038801
Application Number:	10145936

OP \$840.00 08792578

Application Number:	10075344
Application Number:	10862551
Application Number:	10375518
Application Number:	10391881
Application Number:	11312718
Application Number:	11612734

CORRESPONDENCE DATA

Fax Number:

Email: jhorton@pl-iplaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Pitts & Lake, P.C.

Address Line 1: P.O Box 51295

Address Line 4: Knoxville, TENNESSEE 37950-1295

ATTORNEY DOCKET NUMBER:

3256.38195.91

NAME OF SUBMITTER:

Jacob G. Horton

Total Attachments: 8

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of the 1st day of August, 2012 by and between **AWC SYSTEMS TECHNOLOGY, LLC**, an Arizona limited liability company with an address of 2313 Mimosa Drive, Houston, Texas 77019 ("Debtor") and **HAROLD F. BEAL, TRUSTEE OF THE DORIS NEBEL BEAL INTER VIVOS PATENT TRUST**, a Trust created under the laws of the State of Tennessee, with a mailing address of 6277 Sierra Circle, Rockford, Tennessee 37853 ("Trust"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IPPA defined below.

RECITALS:

I. The Trust has assigned, transferred, conveyed and delivered, free and clear of all liens to Debtor, all of the Trust's right, title and interest in and to certain patents which are more particularly described on Exhibit A attached hereto (the "Patents").

II. The Trust has transferred said Patents to Debtor in exchange for the Debtor's promise to pay the Trust the Purchase Price.

III. The Debtor has agreed to pay the Purchase Price and made certain representations and warranties, the terms and conditions of which are set forth in a document styled "Intellectual Property Purchase Agreement ("IPPA") of even date herewith and entered into by and among Debtor, Trust and Harold F. Beal.

IV. The Purchase Price is to be secured by a first priority lien on the Patents, as hereinafter defined subject to the terms and conditions of the IPPA.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is stipulated and agreed as follows:

1. For value received, and subject to the terms and conditions of the IPPA, Debtor hereby pledges, assigns, transfers, and grants to the Trust a security interest in all Patents set forth on Exhibit A, including, without limitation, all of the subject matter disclosed therein, all United States and foreign patent rights, and all foreign, convention, and treaty rights of all kinds, in all countries throughout the world, for all such subject matter, and all rights of action and damages for all past infringements thereof in all jurisdictions.

2. Debtor represents and warrants to Trust that:

(a) This Security Agreement has been duly authorized and executed by Debtor, is in full force and effect and constitutes the legal, valid, and binding obligation of Debtor.

(b) There is no valid lien or security interest in the Patents other than Trust's security interest granted herein or as disclosed in the IPPA.

3. Debtor agrees with Trust that Debtor:

(a) will take all reasonable steps necessary to defend the Patents against the claims and demands of all persons;

(b) will take all reasonable steps necessary to maintain the Patents viability, legal force and effect including by way of the payment of all U.S. Patent Office and other fees as may become due with regard to each Patent transferred to Debtor by the Trust.

(c) will not:

(i) permit any liens or security interest, other than Trust's security interest granted herein to attach to any of the Patents and remain attached for a period of thirty (30) days;

(ii) permit any of the Patents to be levied upon under any legal process;

(iii) dispose of any of the Patents without the prior written consent of Trust;

(iv) permit anything to be done or failed to be done that may materially impair the legal force and effect of any of the Patents or the security intended to be afforded by this Security Agreement;

(d) hereby irrevocably appoints Trust its true and lawful attorney-in-fact (such appointment being coupled with an interest) upon the occurrence of an Event of Default with powers of substitution, in the name of Debtor or in the name of Trust or otherwise, for the use and benefit of Trust, but at the cost and expense of Debtor, to deal with any of the Patents as fully and completely as though Trust was the absolute owner thereof for all purposes;

(e) will pay the Purchase Price to Trust in accordance with the terms of the IPPA;

(f) upon reasonable request of Trust, will promptly provide Trust with copies of U.S. Patent Office notices of any kind, including maintenance fees relating to the continued viability, legal force and effect of the Patents; and

4. The happening of any one, or more, of the following events shall constitute an event of default ("Event of Default") under this Security Agreement:

(a) subject to the terms and conditions of the IPPA, the Debtor's failure to pay the Purchase Price when due, provided that Debtor shall have a grace period of thirty (30) days following any time period for notices, objection or arbitration set forth in the IPPA.

5. Upon the occurrence of any Event of Default, Trust shall have all rights and remedies in and against the Patents and otherwise of a secured party under the Uniform Commercial Code of Tennessee (or such other state where any part of the Patents may be located, if applicable) and all rights provided herein. For the avoidance of doubt, Trust's sole recourse with respect to an Event of Default is to exercise Trust's right to enforce the security interest granted in the IPPA and evidenced in this Security Agreement. The requirement of reasonable notice of the time and place of disposition of the Patents by Trust shall be conclusively met if such notice is mailed, postage prepaid, to Debtor's address specified in the preamble to this Security Agreement at least fifteen (15) days before the time of the sale or disposition.

6. Except for any notice required under applicable law to be given in another manner, any notice, report, demand or other instrument required or permitted to be given by this Security Agreement shall be given or made in writing, and shall be, as elected by the person giving such notice, served personally by messenger or courier service, or, other than during a period of general interruption of postal service due to strike, lockout or other cause, mailed in the United States by prepaid, certified mail, return receipt requested, or dispatched by a nationally recognized overnight courier service:

(a) In the case of the Trust, addressed to:

Doris Nebel Beal Inter Vivos Patent Trust
Harold F. Beal, Trustee
6277 Sierra Circle
Rockford, Tennessee 37853
Telephone: (865) 567-4384

With a copy to:

Steven K. Bowling, Esq.
Howard & Howard
4820 Old Kingston Pike
Knoxville, Tennessee 37919
Telephone: 865/588-4091

(b) In the case of Debtor, addressed to:

AWC Systems Technology, LLC
Attention; Mark E. Johnson
2313 Mimosa Drive
Houston, Texas 77019
Telephone: _____

With a copy to:

Richard L. Wynne, Esq.

Porter Hedges, LLP
1000 Main Street, 36th Floor
Houston, Texas 77002
Telephone: 713/226-6647

Any notice given in accordance with the provisions of this paragraph shall be deemed to be effective if personally delivered on the date of such delivery or, if mailed, on the date such notice is deposited in the mail. Each party may give notice to the other party of a change of its address for the purposes of giving notice under this paragraph which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

7. This Security Agreement and the rights of Debtor and Trust hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee.

8. In case any one or more of the provisions contained herein 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 Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Notwithstanding anything to the contrary contained herein, no provision of this Security Agreement is intended to abrogate, limit or expand any right or remedy of Trust set forth in the IPPA.

9. This Security Agreement shall bind Debtor and its successors and assigns and shall inure to the benefit of Trust and its successors and assigns.

10. Time shall be of the essence in the performance of all Debtor's obligations under this Security Agreement.

IN WITNESS WHEREOF, the parties have entered into this Security Agreement as of the day and year first above written.

DEBTOR:
AWC SYSTEMS TECHNOLOGY, LLC

By: 
Mark E. Johnson, President

TRUST:
DORIS NEBEL BEAL INTER VIVOS PATENT TRUST

By: _____
Harold F. Beal, Trustee

Porter Hedges, LLP
1000 Main Street, 36th Floor
Houston, Texas 77002
Telephone: 713/226-6647

Any notice given in accordance with the provisions of this paragraph shall be deemed to be effective if personally delivered on the date of such delivery or, if mailed, on the date such notice is deposited in the mail. Each party may give notice to the other party of a change of its address for the purposes of giving notice under this paragraph which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

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DEBTOR:
AWC SYSTEMS TECHNOLOGY, LLC

By: _____
Mark E. Johnson, President

TRUST:
~~DORIS NEBEL BEAL INTER VIVOS PATENT TRUST~~

By: _____
Harold F. Beal, Trustee

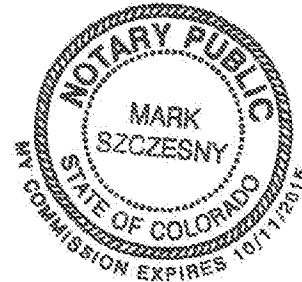
STATE OF Colorado)
COUNTY OF Espe)

Before me, Mark Szczesny, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **MARK E. JOHNSON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **AWC SYTEMS TECHNOLOGY, LLC**, the within named bargainor, an Arizona limited liability company, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such President.

WITNESS my hand and seal at office on this 21st day of July, 2012.

[Signature]
Notary Public

My commission expires: 10-11-15



STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **HAROLD F. BEAL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Trustee of the **DORIS NEBEL BEAL INTER VIVOS PATENT TRUST**, the within named bargainor, and that he as such Trustee, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself as such Trustee.

WITNESS my hand and seal at office on this _____ day of _____, 2012.

Notary Public

My commission expires: _____

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **MARK E. JOHNSON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **AWC SYTEMS TECHNOLOGY, LLC**, the within named bargainor, an Arizona limited liability company, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such President.

WITNESS my hand and seal at office on this _____ day of _____, 2012.

Notary Public

My commission expires: _____

STATE OF Tennessee)
COUNTY OF KNOX)

Before me, Steven K. Bowling, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **HAROLD F. BEAL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Trustee of the **DORIS NEBEL BEAL INTER VIVOS PATENT TRUST**, the within named bargainor, and that he as such Trustee, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself as such Trustee.

WITNESS my hand and seal at office on this 3rd day of July, 2012.

My commission expires: 03/03/2014

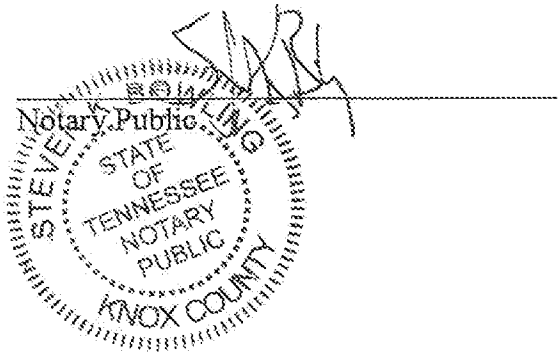


EXHIBIT A
PATENTS

<u>Patent No.</u>	<u>Date Patent Issued</u>
US 6,745,698 B2	June 8, 2004
US 6,626,114 B2	September 30, 2003
US 6,607,692 B2	August 19, 2003
US 6,591,730 B2	July 15, 2003
US 6,581,523 B2	June 24, 2003
US 6,551,376 B1	April 22, 2003
US 6,457,417 B1	October 1, 2002
US 6,317,946 B1	November 20, 2001
US 6,279,447 B1	August 28, 2001
5,847,313	December 8, 1998
5,798,478	August 25, 1998
5,789,698	August 4, 1998
5,822,904	October 20, 1998
US 7,597,037 B2	October 6, 2009
US 7,406,907 B2	August 5, 2008
US 7,243,588 B2	July 17, 2007
US 7,121,211 B2	October 17, 2006
US 7,069,834 B2	July 4, 2006
US 7,036,433 B2	May 2, 2006
US 7,000,524 B2	February 21, 2006
US 6,935,217 B2	August 30, 2005
US 6,840,149 B2	July 11, 2005
Canada 2,353,666	
Canada 2,433,638	
Expired-no maintenance fee US 6,371,029 B1	April 16, 2002