

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3511890

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|---|-------------------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 503448466 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| QUITO ENTERPRISES, LLC | 05/01/2015 |
| RECEIVING PARTY DATA | |
| Name: | CONCERT DEBT, LLC |
| Street Address: | 20 DEPOT STREET |
| Internal Address: | SUITE 2A |
| City: | PETERBOROUGH |
| State/Country: | NEW HAMPSHIRE |
| Postal Code: | 03458 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5890152 |
| CORRESPONDENCE DATA | |
| Fax Number: | (919)233-9907 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 919-233-1942 X-208 |
| Email: | cheryl.ramey@sceneralabs.com |
| Correspondent Name: | CHERYL F. RAMEY |
| Address Line 1: | 5400 TRINITY ROAD |
| Address Line 2: | SUITE 303 |
| Address Line 4: | RALEIGH, NORTH CAROLINA 27607 |
| ATTORNEY DOCKET NUMBER: | QUITO ENTERPRISES 5-1-15 |
| NAME OF SUBMITTER: | CHERYL F. RAMEY |
| SIGNATURE: | /Cheryl F. Ramey/ |
| DATE SIGNED: | 09/03/2015 |
| Total Attachments: 58 | |
| source=Quito Enterprises - Concert Debt Security Agreement 2015-08-11 (Redacted and Reduced)#page1.tif | |
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement"), effective as of the Effective Date defined below, is made between Concert Technology Corporation, a Delaware corporation having a place of business at 20 Depot Street, Suite 2A, Peterborough, NH 03458, and its Subsidiaries (defined below) (Concert Technology Corporation and its Subsidiaries, each individually and collectively, referred to herein as "Debtor"), and Concert Debt, LLC, a Delaware limited liability company having a place of business at 20 Depot Street, Suite 2A, Peterborough, NH 03458 ("Secured Party").

WHEREAS, Concert Technology Corporation executed the [REDACTED] Notes (defined below) in favor of [REDACTED] referred to herein as [REDACTED], in exchange for the receipt of loan proceeds from [REDACTED]

WHEREAS, Concert Technology Corporation executed the [REDACTED] Notes (defined below) in favor of [REDACTED] referred to herein as [REDACTED] in exchange for the receipt of loan proceeds from [REDACTED]

WHEREAS, pursuant to that certain [REDACTED] Agreement dated April 30, 2015, [REDACTED] assigned, transferred and conveyed to Secured Party all right title and interest in and to the [REDACTED] Notes including, but not limited to, the right to enforce all provisions of the [REDACTED] Notes and the right to receive any payments made or owed by Concert Technology Corporation under the terms of the [REDACTED] Notes;

WHEREAS, pursuant to that certain [REDACTED] Agreement dated July 31, 2015, [REDACTED] assigned, transferred and conveyed to Secured Party all right title and interest in and to the [REDACTED] Notes including, but not limited to, the right to enforce all provisions of the [REDACTED] Notes and the right to receive any payments made or owed by Concert Technology Corporation under the terms of the [REDACTED] Notes;

WHEREAS, pursuant to that certain Amendment of Promissory Notes, effective May 1, 2015 between Secured Party and Concert Technology Corporation, the [REDACTED] Notes were amended to effect, among other things, an extension of the respective maturity dates of the [REDACTED] Notes to [REDACTED]

WHEREAS, pursuant to that certain Amendment of Promissory Notes, effective August 1, 2015 between Secured Party and Concert Technology Corporation, the [REDACTED] Notes were amended to effect, among other things, an extension of the respective maturity dates of the [REDACTED] Notes to [REDACTED] and [REDACTED]

WHEREAS, Debtor desires to grant and Secured Party desires to receive a security interest in certain collateral of Debtor as security for the payment and performance of Concert Technology Corporation's obligations under the [REDACTED] Notes and [REDACTED] Notes and as consideration for Secured Party extending the maturity dates of the [REDACTED] Notes and [REDACTED] Notes.

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

[REDACTED]
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entity.

"Event of Default". Each of the following events shall be considered an "Event of Default" with respect to the Promissory Notes:

- (i) Payments. Debtor shall default in the payment of any part of the principal due under the Promissory Notes when the same shall become due and payable and not pay such amount within thirty (30) days following when such amount became due and payable, or shall default in the payment on any accrued interest on the Promissory Notes, more than thirty (30) calendar days after the same becomes due and payable;
- (ii) Representations, Warranties and Covenants. Debtor shall default in its performance of any covenant under this Agreement, or be in breach of any representation or warranty made in this Agreement, for more than thirty (30) calendar days after it has received notice thereof from Secured Party;
- (iii) Collateral. Debtor shall fail to pay and discharge any judgment or levy of any attachment, execution or other process against all or any portion of the Collateral for such loan and such judgment shall not be satisfied, or such levy or other process shall not be removed, within thirty (30) calendar days after the entry or levy thereof, or at least five (5) calendar days prior to the time of any proposed sale under any such judgment levy; or
- (iv) Insolvency. Debtor commences or proposes to commence any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any federal, state or other law for the relief of debtors; Debtor fails to obtain the dismissal, within ninety (90) days after the commencement thereof, of any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any law for the relief of debtors, instituted by one or more third parties, fails actively to oppose any such proceeding; or, in any such proceeding, defaults or files an answer admitting the material allegations upon which the proceeding was based or alleges its willingness to have an order for relief entered or its desire to seek liquidation, reorganization or adjustment of its debts; or any receiver, trustee or custodian is appointed to take possession of all or any substantial portion of the assets of Debtor; or any committee of Debtor's creditors, or any class thereof, is formed for the purpose of monitoring or investigating the financial affairs of Debtor or enforcing such creditors' rights.

"Promissory Notes" means the [REDACTED] Notes and the [REDACTED] Notes.

[REDACTED] Notes" means the non-recourse promissory notes identified in Schedule II.

"Subsidiary" means any Entity Controlled by Debtor, either directly or indirectly, but only for so long as Control of such Entity by Debtor continues to exist. If, after the Effective Date, a non-Controlled Entity becomes a Subsidiary of Debtor (an "After Acquired Subsidiary"), such After Acquired Subsidiary shall be deemed a Subsidiary for purposes of this Security Agreement as of the date Debtor obtains Control thereof. The Entities that are listed in Schedule II attached hereto are included in the definition of Subsidiaries (but, for clarity, the definition of Subsidiaries is not limited to those Entities listed in Schedule III attached hereto).

"UCC" means the Uniform Commercial Code as the same may, from time to time be in effect in the State of Delaware.

(c) Where applicable and except as otherwise defined herein or the Promissory Notes, terms used in this Security Agreement shall have the meanings assigned to them in the UCC.

(d) In this Security Agreement, except to the extent the context otherwise requires: (i) any reference to an Article, a Section, a Schedule or an Exhibit is a reference to an article or section hereof, or a schedule or an exhibit hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears; (ii) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Security Agreement or any other loan document as a whole and not merely to the specific Article, Section, subsection, paragraph or clause in which the respective word appears; (iii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation;" (v) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of the loan documents; (vi) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to; (vii) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Security Agreement and (viii) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including."

SECTION 2 Security Interest.

(a) As security for the payment and performance of obligations under the Promissory Notes and as consideration for Secured Party extending the maturity dates of the Promissory Notes, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under all of the Collateral.

(b) This Security Agreement shall create a continuing security interest in the Collateral that shall remain in effect until terminated in accordance with Section 14 hereof.

(c) Debtor hereby authorizes Secured Party to file at any time and from time to time any financing statements describing the Collateral, and Debtor shall execute and deliver to Secured Party, and Debtor hereby authorizes Secured Party to file (with or without Debtor's signature), at any time and from time to time, all amendments to financing statements, assignments, continuation financing statements, termination statements, account control agreements, and other documents and instruments, in form reasonably satisfactory to Secured Party, as Secured Party may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Secured Party in the Collateral and to accomplish the purposes of this Security Agreement. Debtor will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the United States Patent and Trademark Office, that may be necessary or reasonably desirable to record, maintain, preserve, protect and perfect Secured Party's interest in the Collateral.

SECTION 3 Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Debtor is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Debtor has the power, authority and legal right to conduct its business and to own its property, and to execute and deliver this Security Agreement and to perform its obligations hereunder. Debtor has taken all necessary corporate actions to authorize the execution, delivery and performance of its obligations under this Security Agreement.

(c) Debtor has executed and delivered this Security Agreement, and this Security Agreement is the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally, and to general principles of equity.

(d) Debtor has rights in or the power to transfer the Collateral, and Debtor is the sole and complete owner of the Collateral, free from any lien or encumbrance except as set forth in this Security Agreement, other than license rights that may have been granted to third parties.

(e) Upon the filing of UCC-1 financing statements in the appropriate filing offices, Secured Party will have a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing.

(f) All information set forth in Schedule I is true and correct.

SECTION 4 Covenant. So long as the payment obligations under the Promissory Notes remain unsatisfied, Debtor agrees that:

(a) Debtor shall use commercially reasonable efforts to appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in the Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(b) Debtor shall give prompt written notice to Secured Party (and in any event not later than 30 days following any change described below in this subsection) of: (i) any change in its name; (ii) any changes in its identity or structure in any manner which might make any financing statement or other filing filed pursuant this Security Agreement incorrect or misleading; (iii) any change in its registration as an organization (or any new such registration); or (iv) any change in its jurisdiction of organization.

(c) Debtor shall not sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except for licenses granted by Debtor in the ordinary course of business.

(d) Debtor shall pay and discharge all taxes, fees, assessments and governmental charges or levies imposed upon it with respect to the Collateral prior to the date on which penalties attach thereto, except to the extent such taxes, fees, assessments or governmental charges or levies are being contested in good faith by appropriate proceedings.

(e) Debtor shall maintain and preserve its legal existence, its rights to transact

business and all other rights, franchises and privileges necessary or desirable in the normal course of its business and operations and the ownership of the Collateral.

(f) Debtor shall, at such times as Secured Party shall reasonably request, prepare and deliver to Secured Party a report of all Collateral, in form and substance reasonably satisfactory to Secured Party.

(g) Debtor shall (i) notify Secured Party of any material claim made or asserted against the Collateral by any Entity and of any material change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or Secured Party's lien thereon; (ii) furnish to Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail; and (iii) upon reasonable request of Secured Party make such demands and requests for information and reports as Debtor is entitled to make in respect of the Collateral.

(h) If and when Debtor shall obtain rights to any new patents, Debtor (i) shall promptly notify Secured Party thereof and (ii) hereby authorizes Secured Party to modify, amend, or supplement Schedule III and make all necessary or appropriate filings with respect thereto.

SECTION 5 Authorization; Secured Party Appointed Attorney-in-Fact. Secured Party shall have the right to, in the name of Debtor, or in the name of Secured Party or otherwise, upon notice to but without the requirement of assent by Debtor, and Debtor hereby constitutes and appoints Secured Party (and any of Secured Party's officers, employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact, with full power and authority to; (i) sign and file any of the financing statements and other documents and instruments which must or may be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Collateral (including any notices to or agreements with any securities intermediary); and (ii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Debtor, which Secured Party may deem reasonably necessary or advisable to maintain, protect, realize upon and preserve the Collateral and Secured Party's security interest therein and to accomplish the purposes of this Security Agreement. Secured Party agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to Secured Party, pursuant to this Section. The foregoing power of attorney is coupled with an interest and irrevocable so long as the payment obligations under the Promissory Notes have not been paid and performed in full. Debtor hereby ratifies, to the extent permitted by law, all that Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 5.

SECTION 6 Remedies.

(a) Subject to the terms of the Promissory Notes, upon the occurrence and during the continuance of any Event of Default, Secured Party may declare any of the payment obligations under the Promissory Notes to be immediately due and payable and shall have, in addition to all other rights and remedies granted to it in this Security Agreement, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, (i) Secured Party may peaceably and without notice enter any premises of Debtor, collect, receive, appropriate and realize upon all or any part of the Collateral, subject to any pre-existing license agreements, and demand, give receipt for, settle,

renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as Secured Party may determine; (ii) Secured Party may secure the appointment of a receiver of the Collateral or any part thereof (to the extent and in the manner provided by applicable law); (iii) Secured Party may sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral at public or private sale, by one or more contracts, at the same or different times, for cash or credit, all as Secured Party deems advisable, subject to any preexisting license agreements. Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption Debtor hereby releases, to the extent permitted by law. Secured Party shall give Debtor such notice of any private or public sales as may be required by the UCC or other applicable law.

(b) The cash proceeds actually received from the sale, license or other disposition of Collateral, and any other amounts received in respect of the Collateral, the application of which is not otherwise provided for herein, shall be applied first to the payment of all amounts payable to Secured Party pursuant to the Promissory Notes, provided that Debtor may use such portion of the cash proceeds directly attributable to the sale, license or other disposition of an identifiable portion of the Collateral to satisfy Debtor's preexisting obligations to creditors and/or service providers pursuant to agreements that such identifiable portion of the Collateral are the focus of prior to applying such portion of cash proceeds to the payment of all amounts payable to Secured Party pursuant to the Promissory Notes provided such preexisting obligations and agreements were in place prior to and enforceable on the Effective Date. Any surplus thereof which exists after payment and performance in full of the payment obligations under the Promissory Notes shall be promptly paid over to Debtor or otherwise disposed of in accordance with the UCC or other applicable law. Debtor shall not be liable to Secured Party for any deficiency that exists after any sale or other disposition of the Collateral and Secured Party shall have no further recourse against any other assets of Debtor.

SECTION 7 Notices. All notices or other communications hereunder shall be in writing and delivered to the business address of the receiving party first written above.

SECTION 8 No Waiver; Exclusive Remedy. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Security Agreement are exclusive of any rights, remedies, powers and privileges that may otherwise be available to Secured Party.

SECTION 9 Binding Effect. This Security Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns and shall bind any Entity who becomes bound as a debtor to this Security Agreement. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the prior express written consent of Secured Party. Any such purported assignment, transfer, hypothecation or other conveyance by Debtor without the prior express written consent of Secured Party shall be void. Debtor acknowledges and agrees that in connection with an assignment of, or grant of a participation in, the payment obligations under the Promissory Notes, Secured Party may assign, or grant participations in, all or a portion of its rights and obligations hereunder. Upon any assignment of Secured Party's rights hereunder, such assignee shall have, to the extent of such assignment, all rights of

Secured Party hereunder. Debtor agrees that, upon any such assignment, such assignee may enforce directly, without joinder of Secured Party, the rights of Secured Party set forth in this Security Agreement. Any such assignee shall be entitled to enforce Secured Party's rights and remedies under this Security Agreement to the same extent as if it were the original secured party named herein.

SECTION 10 Governing Law. This Security Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Delaware.

SECTION 11 Entire Agreement; Amendment. This Security Agreement and the other agreements referenced herein contain the entire agreement of the parties with respect to the subject matter hereof and supersede all written and oral prior agreements and understandings with respect thereto. This Security Agreement shall not be amended except by the written agreement of the parties.

SECTION 12 Severability. Whenever possible, each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Security Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Security Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 13 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 14 Termination. Upon payment and performance in full of all payment obligations under the Promissory Notes, the security interest created under this Security Agreement shall terminate and Secured Party shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all security interests given by Debtor to Secured Party hereunder.

SECTION 15 Conflicts. In the event of any conflict between this Security Agreement and any other document regarding the subject matter hereof, the terms of this Security Agreement shall control.


[signatures on next page]



IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement effective as of the Effective Date.

DEBTOR:

CONCERT TECHNOLOGY CORPORATION
(ON BEHALF OF ITSELF AND ITS SUBSIDIARIES)

By: 

Name: 

Title: 

Signature Date: 8/11/2015

SECURED PARTY:

CONCERT DEBT, LLC

By: _____

Name: _____

Title: _____

Signature Date: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement effective as of the Effective Date.

DEBTOR:

CONCERT TECHNOLOGY CORPORATION
(ON BEHALF OF ITSELF AND ITS SUBSIDIARIES)

By: _____

Name: _____

Title: _____

Signature Date: _____

SECURED PARTY:

CONCERT DEBT, LLC

By: _____

Name: _____

Title: _____

Signature Date: 8/11/15

SCHEDULE I
to the Security Agreement

██████████ NOTES

██████████ Promissory Note, dated ██████████ and amended May 1, 2015, having an original maturity date of ██████████ and in the original principal amount of ██████████

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SCHEDULE II
to the Security Agreement

██████████ NOTES

Non-Recourse Promissory Note, dated ██████████ and amended August 1, 2015, having an original maturity date of ██████████ and in the original principal amount of ██████████.

Non-Recourse Promissory Note, dated ██████████ and amended August 1, 2015, having an original maturity date of ██████████ and in the original principal amount of ██████████.



SCHEDULE III
to the Security Agreement

SUBSIDIARIES

[REDACTED]

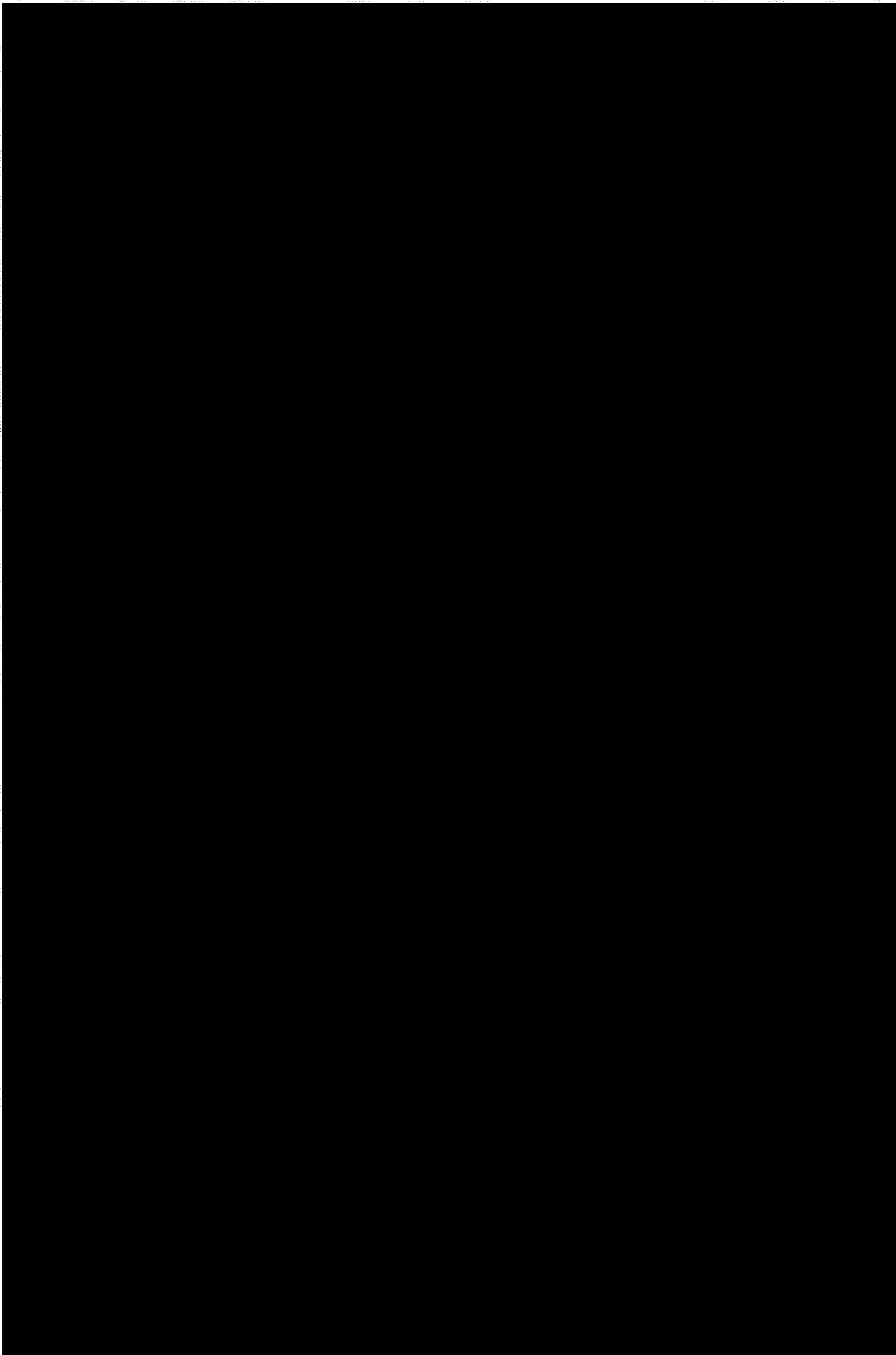
Quito Enterprises, LLC

[REDACTED]



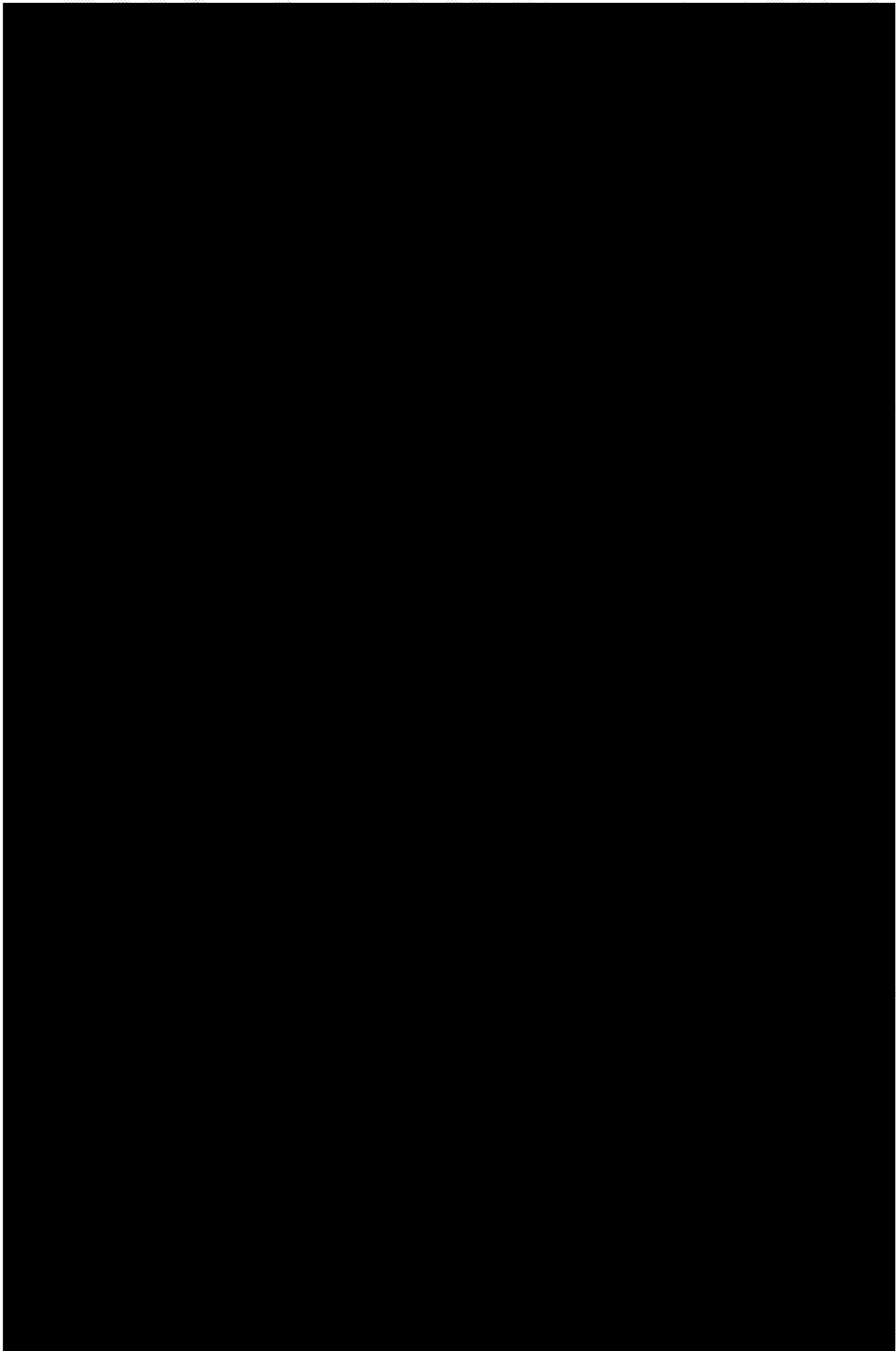
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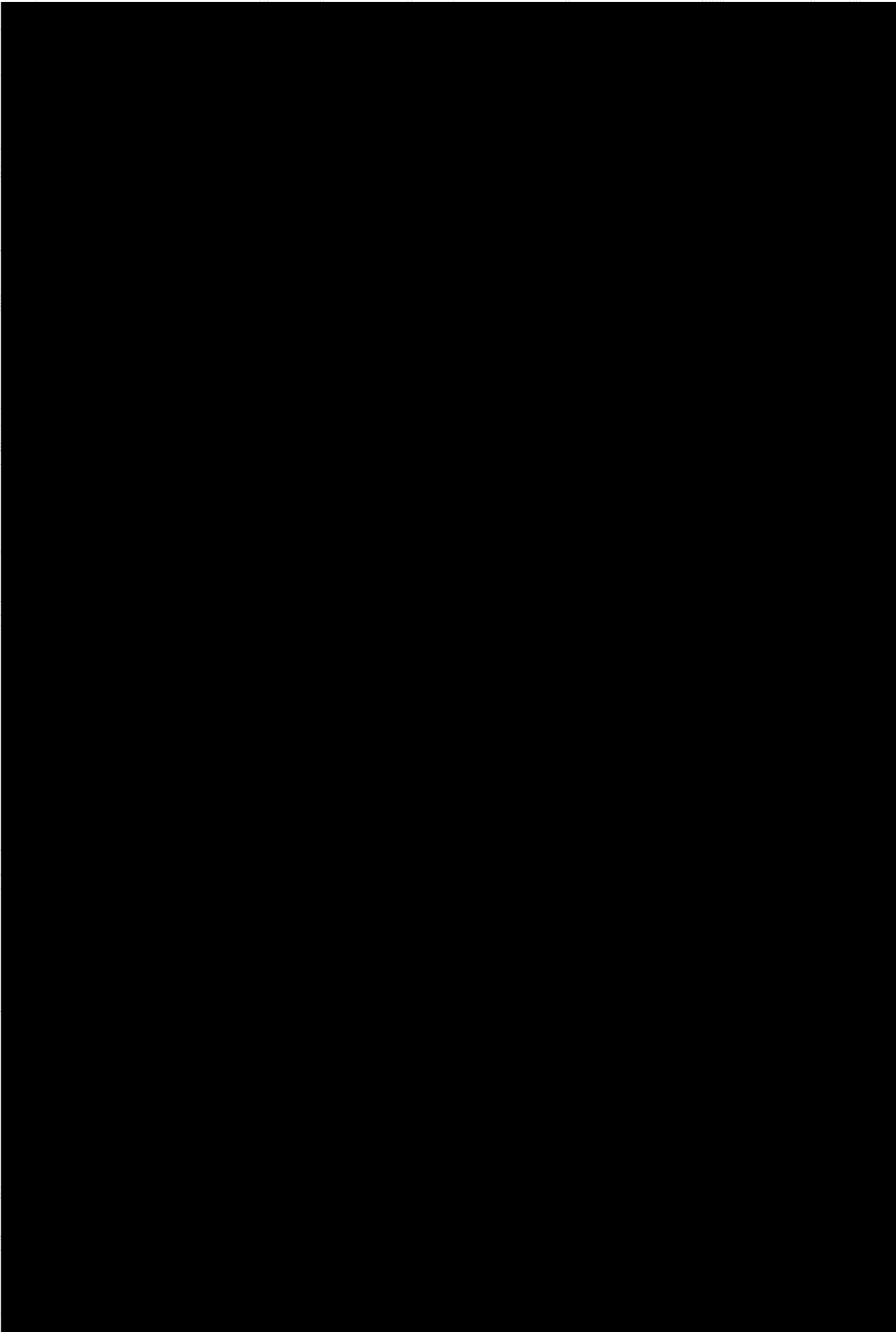
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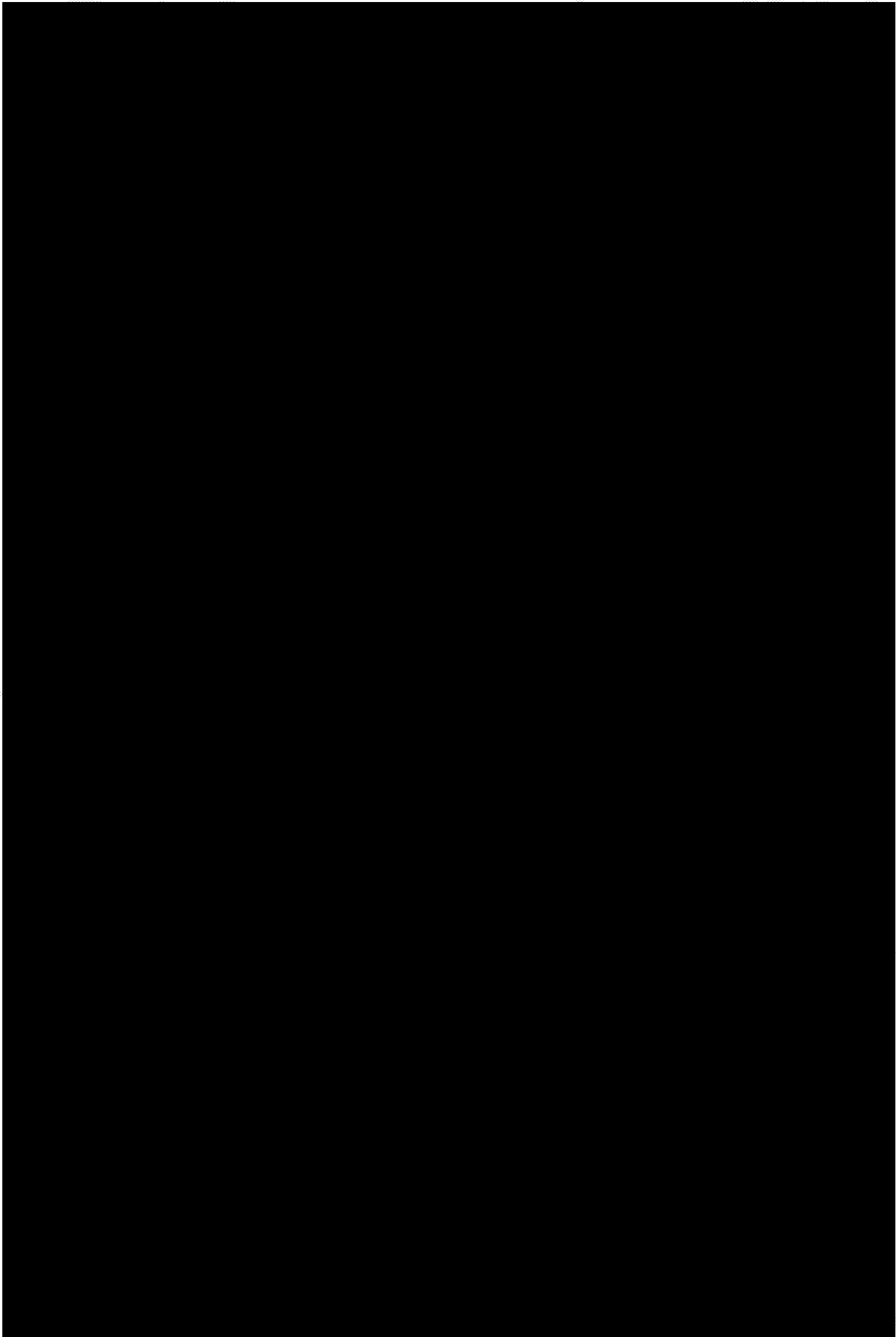


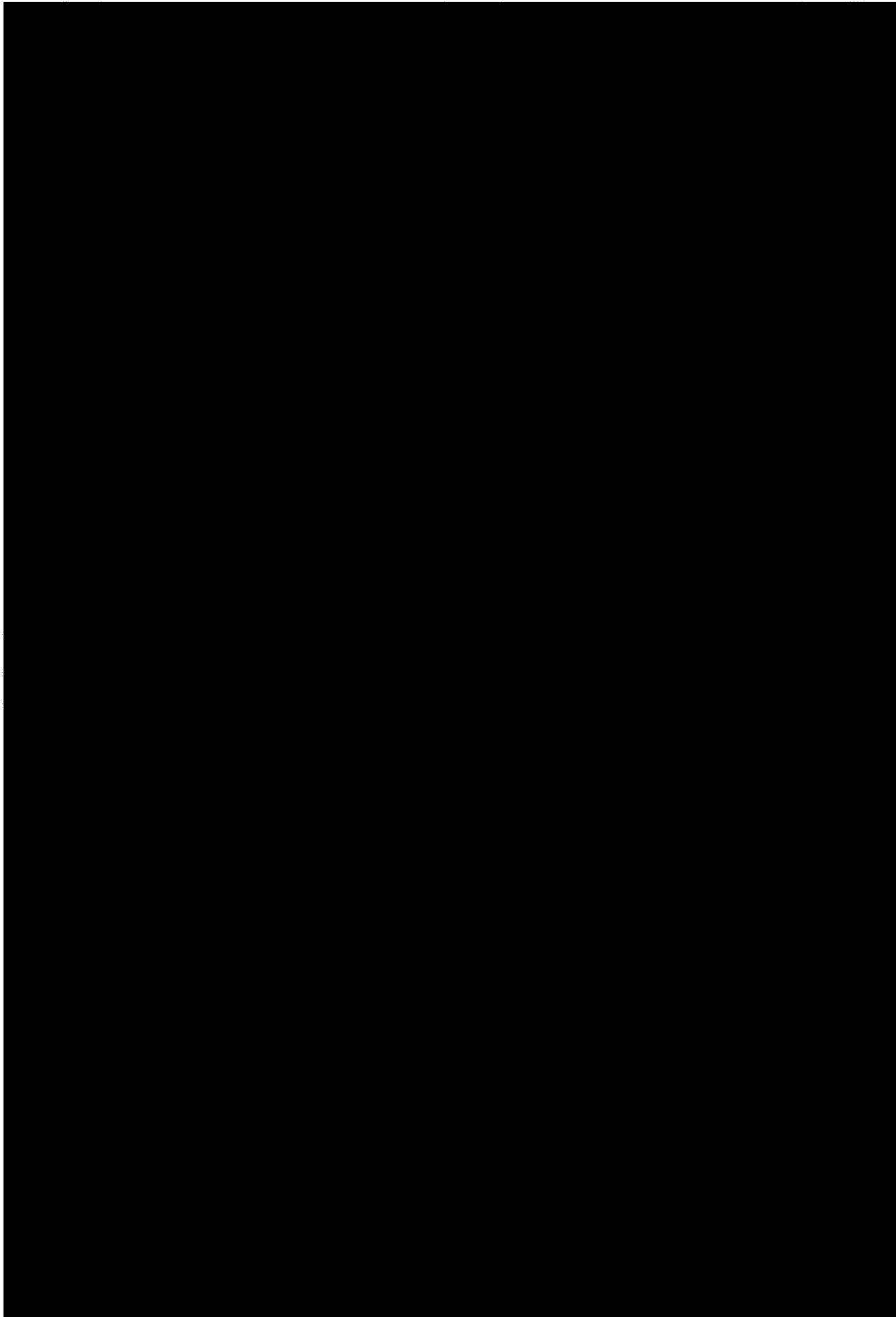
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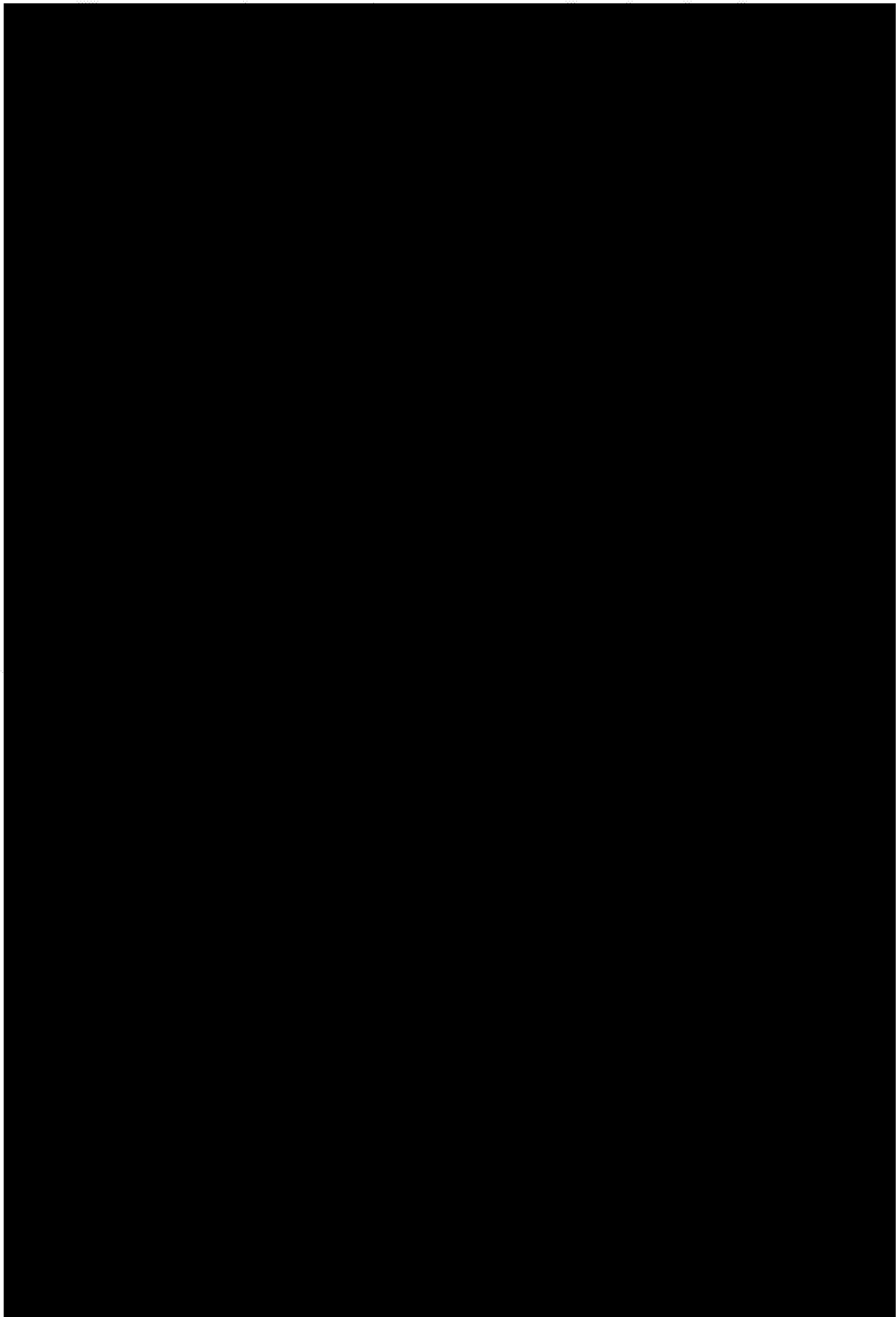
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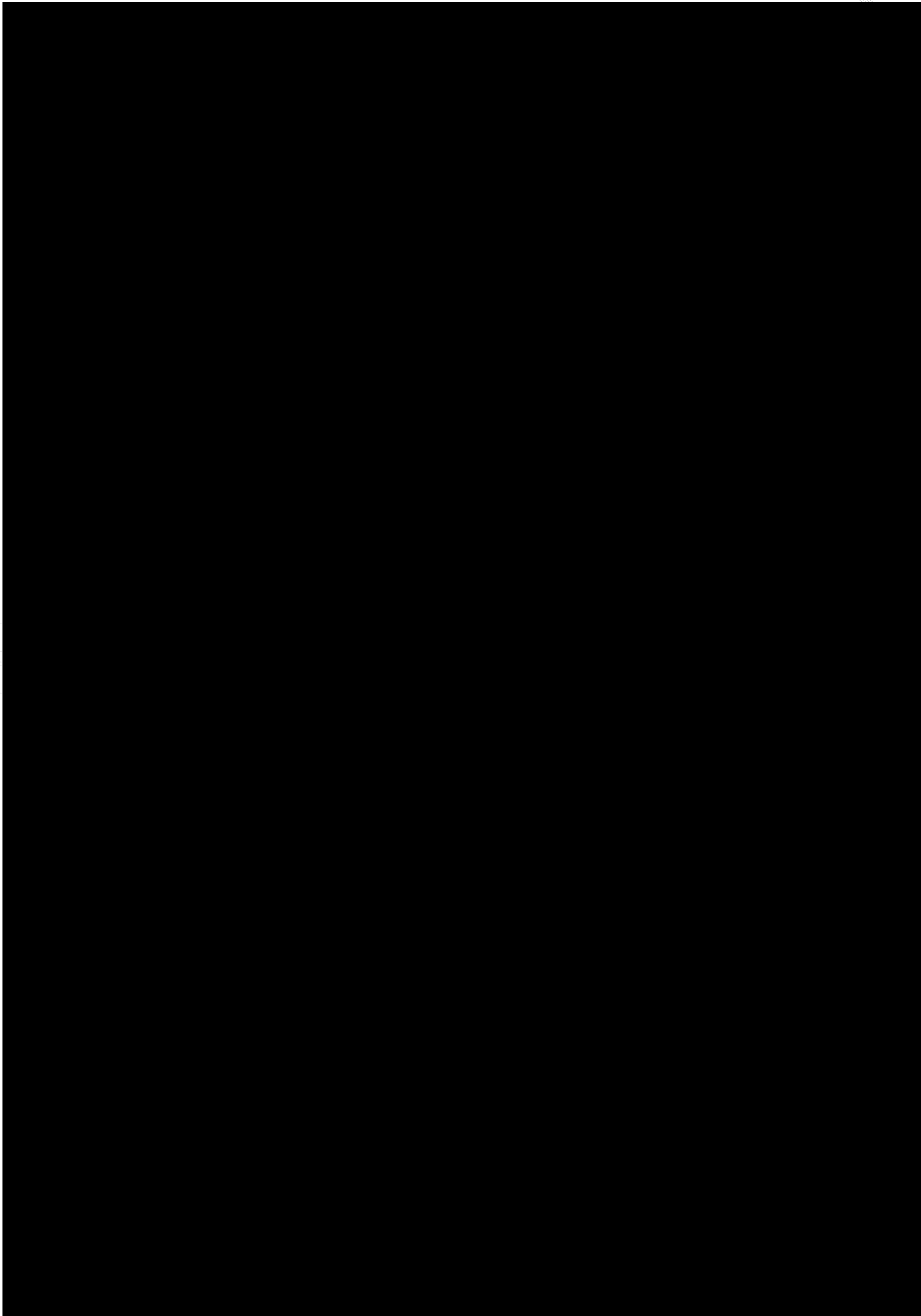






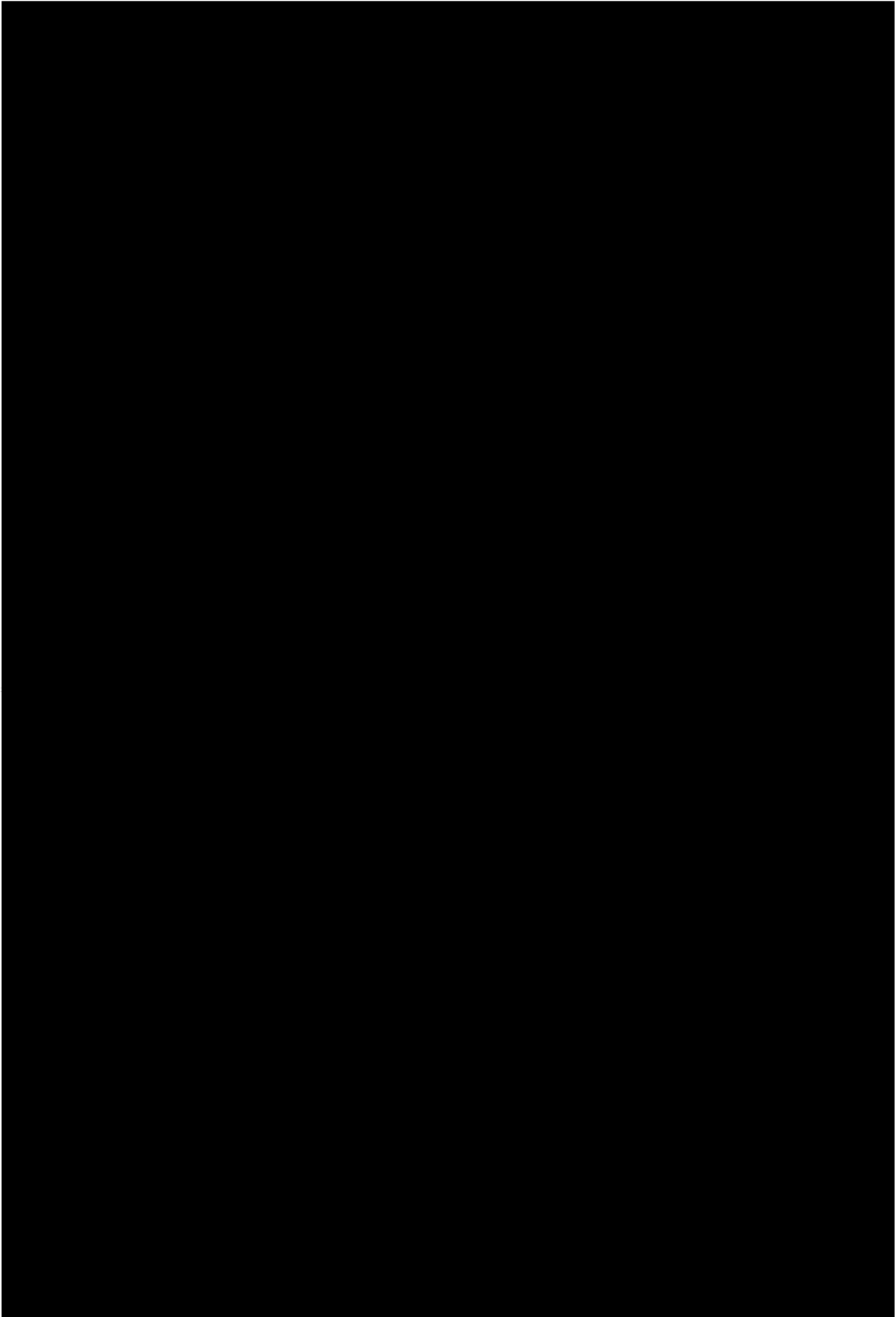






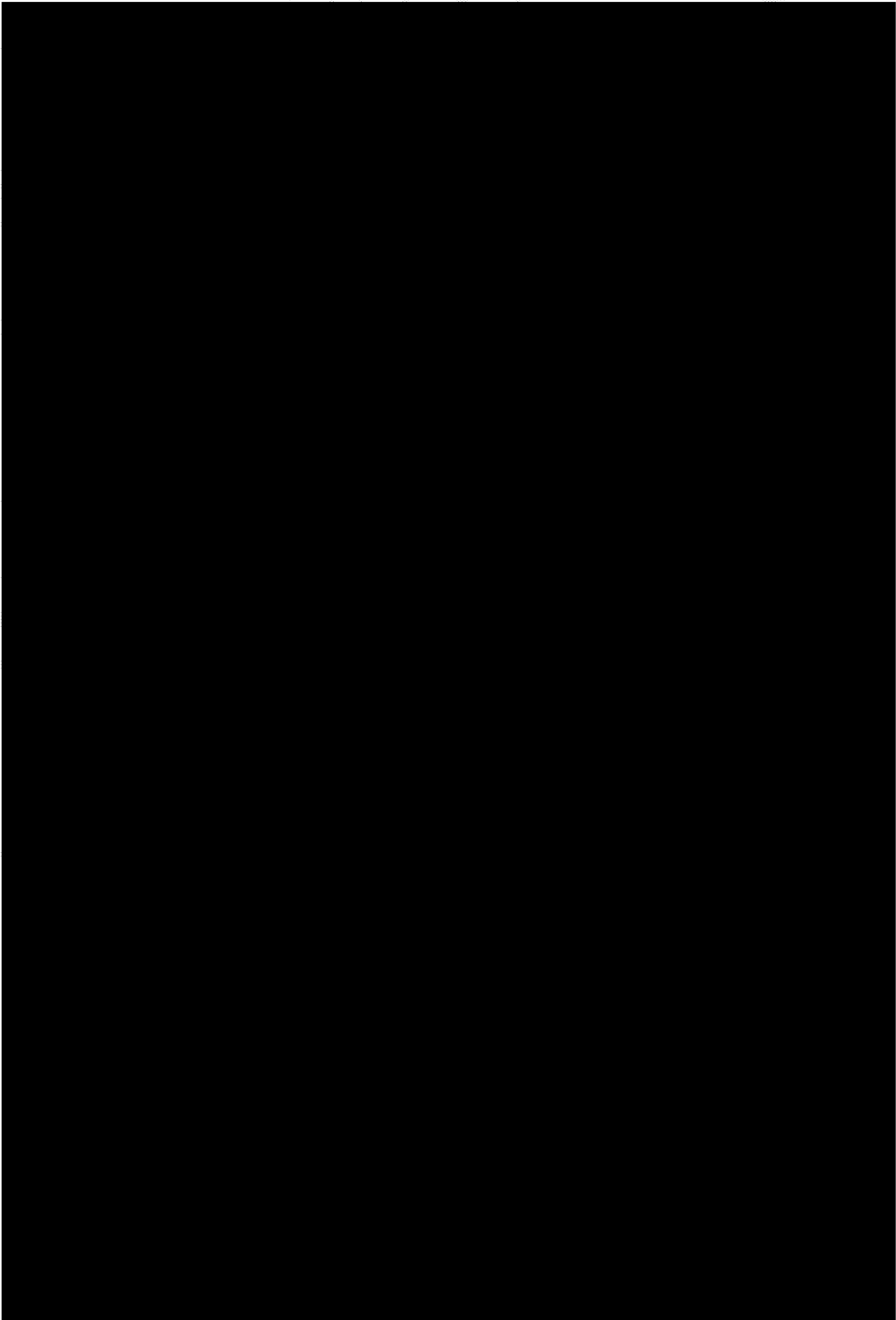
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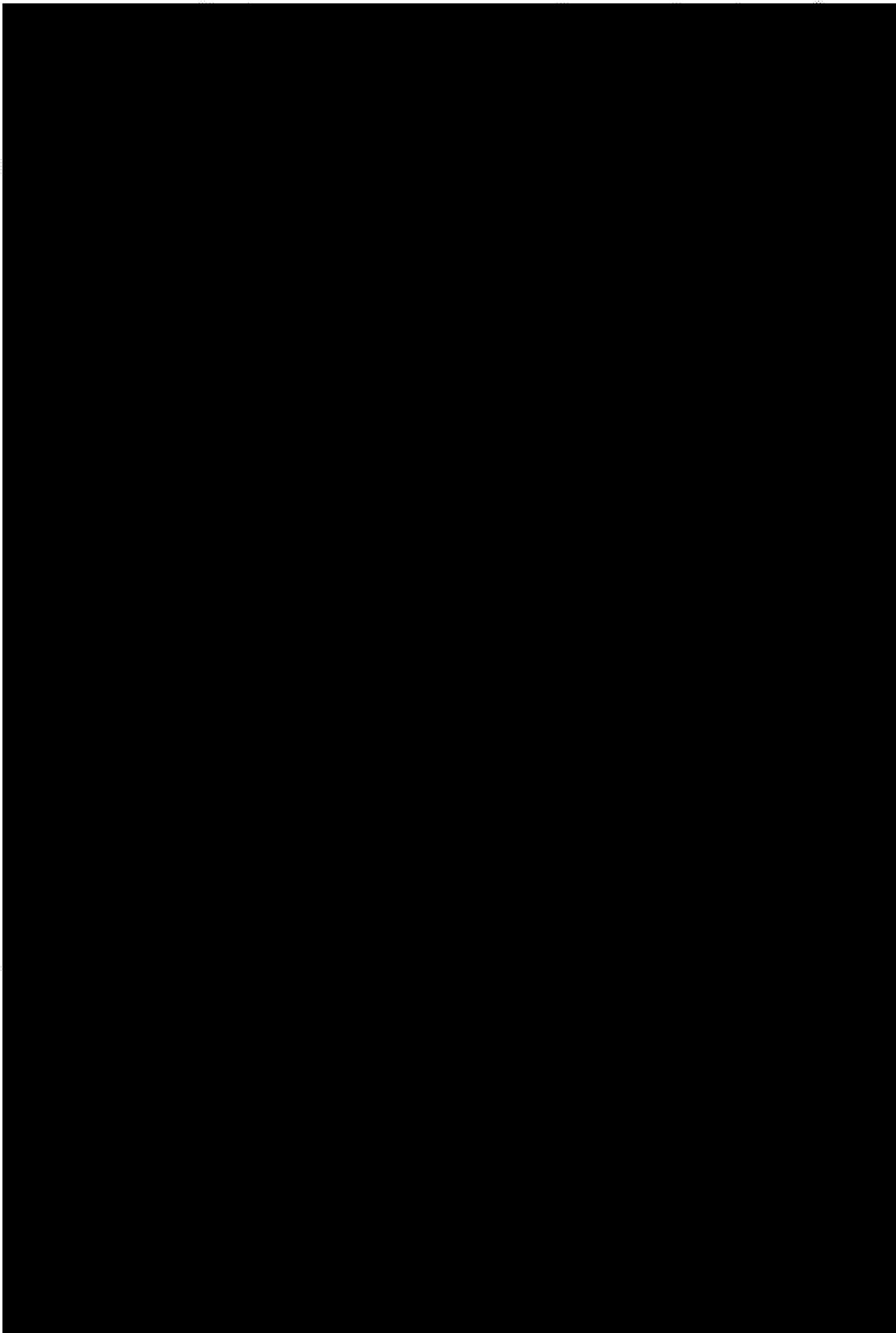
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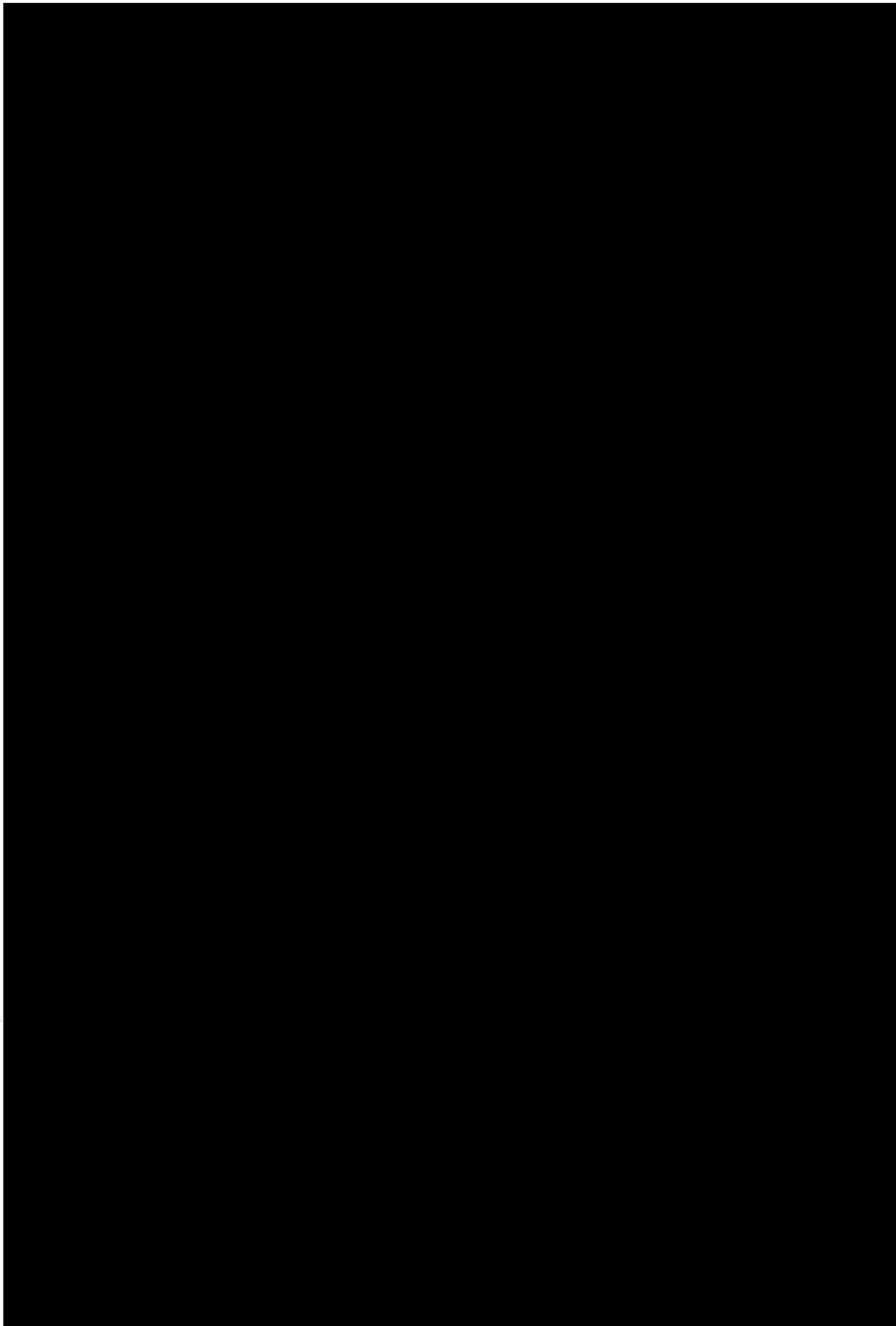


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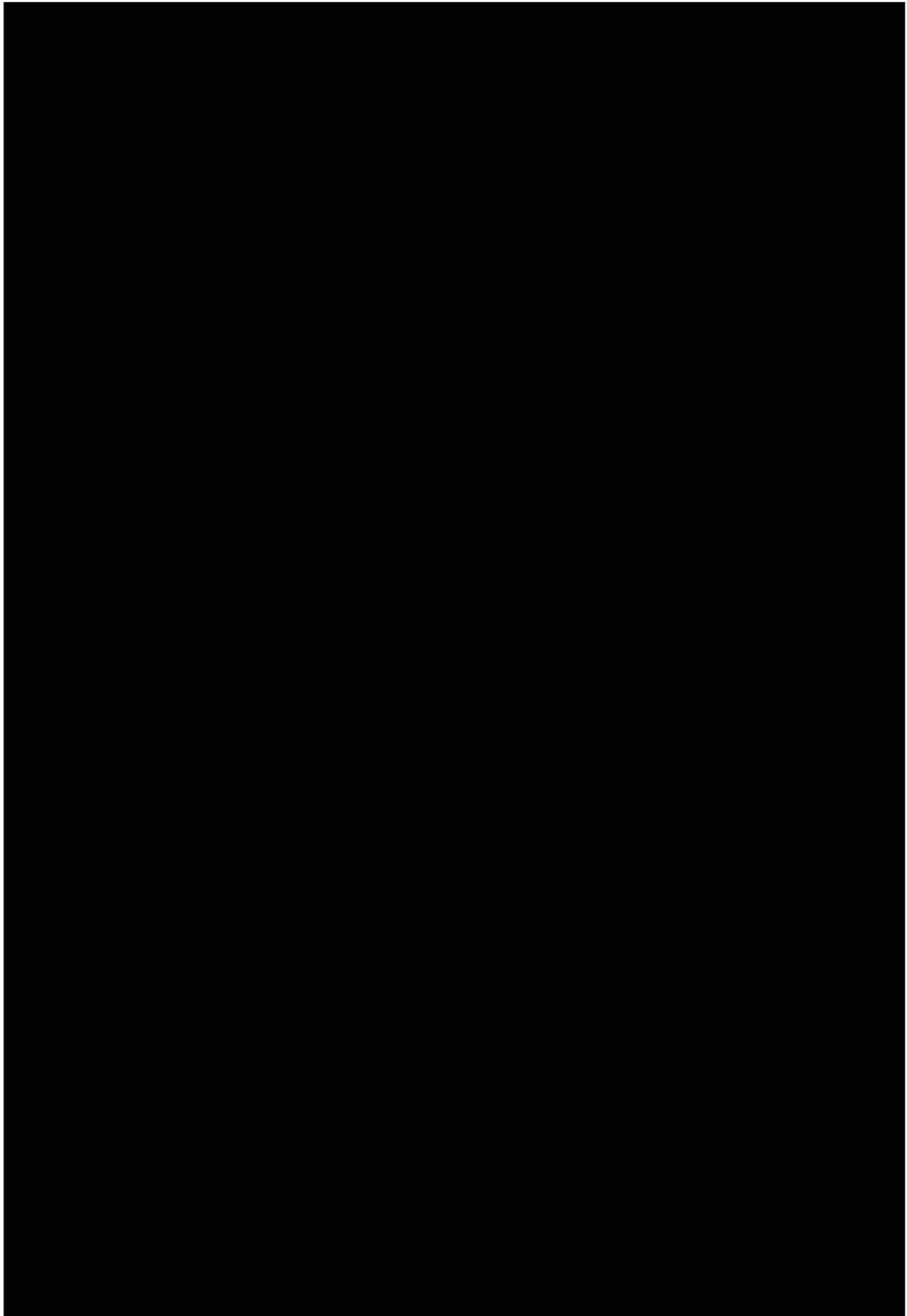
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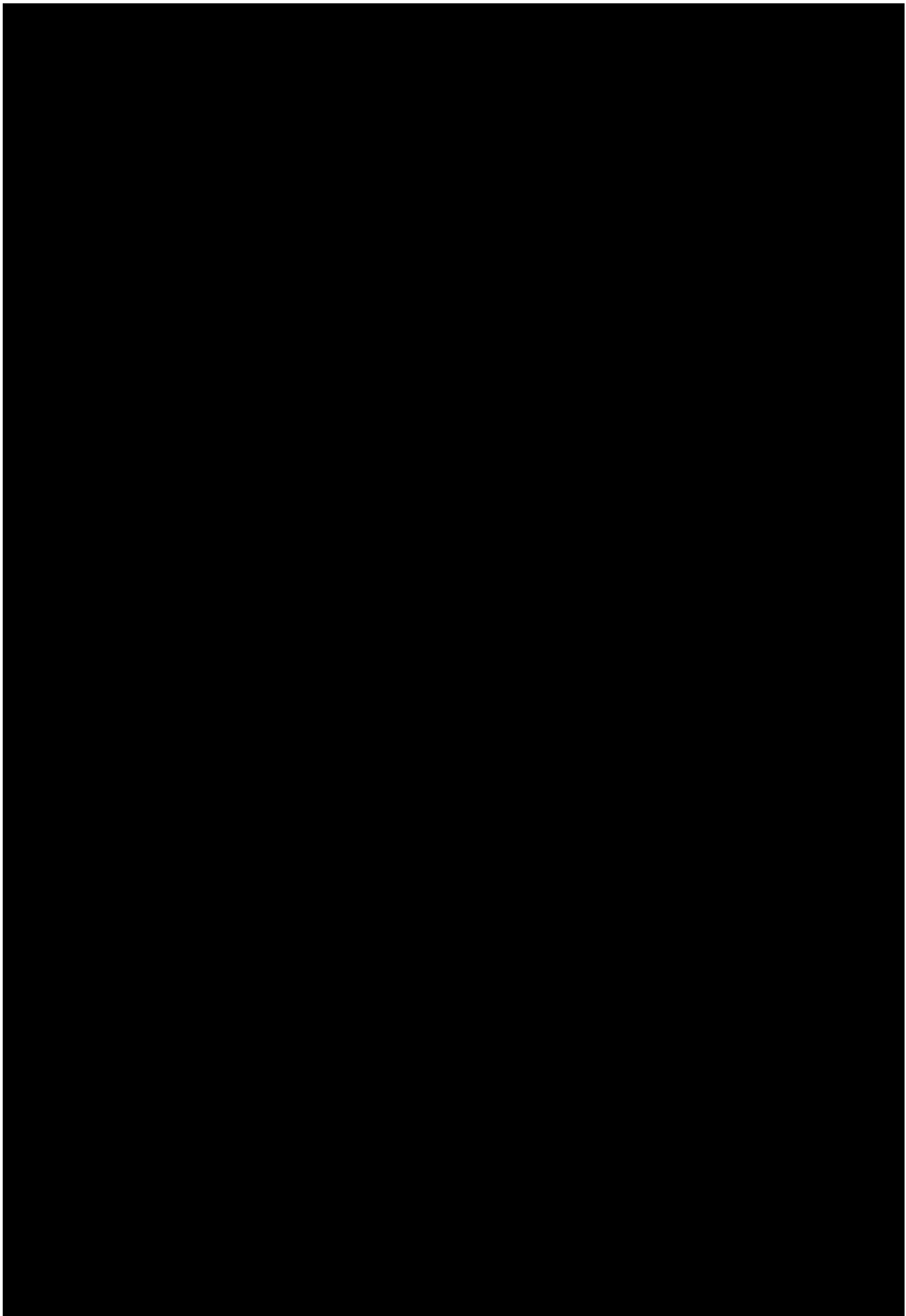
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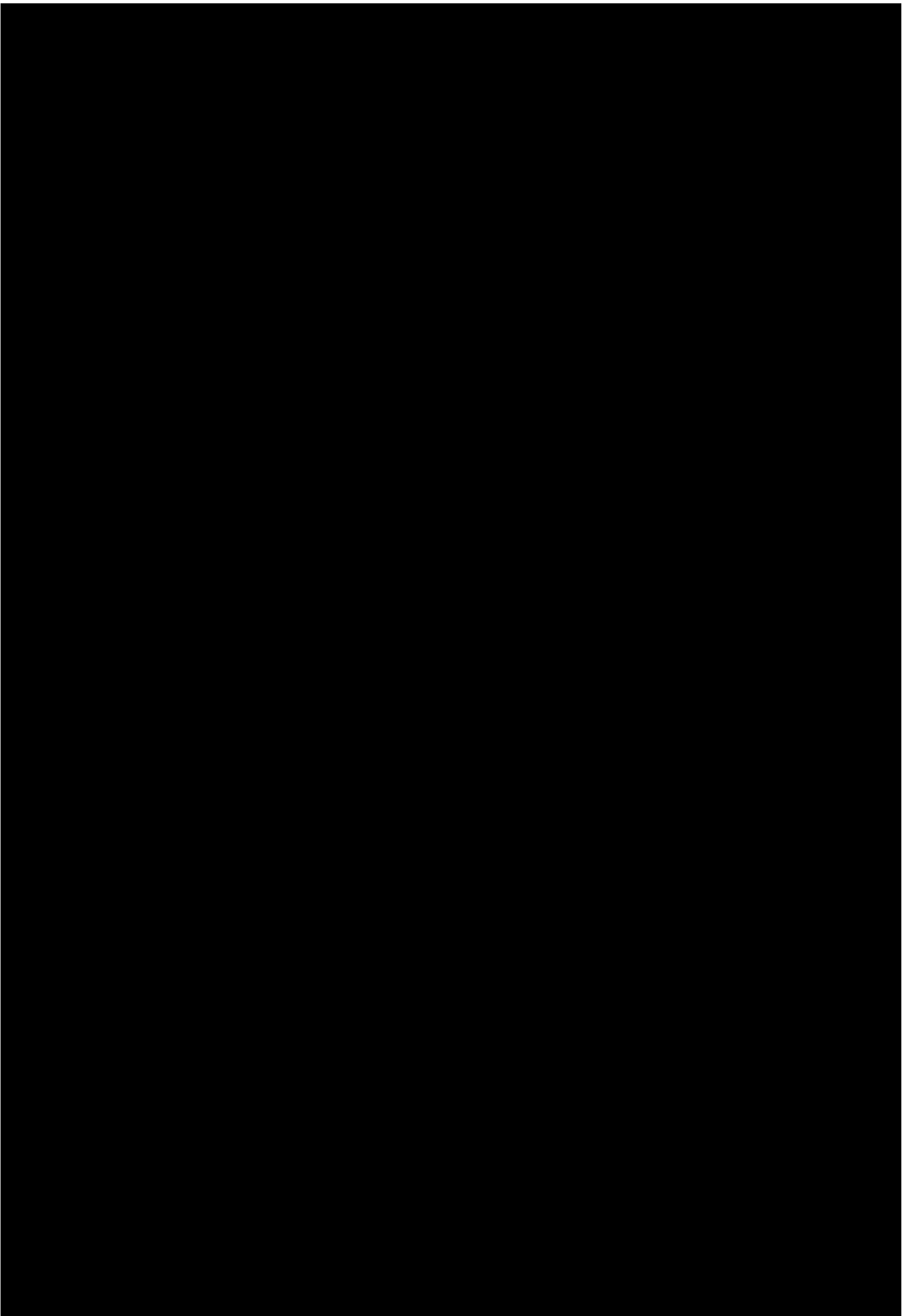
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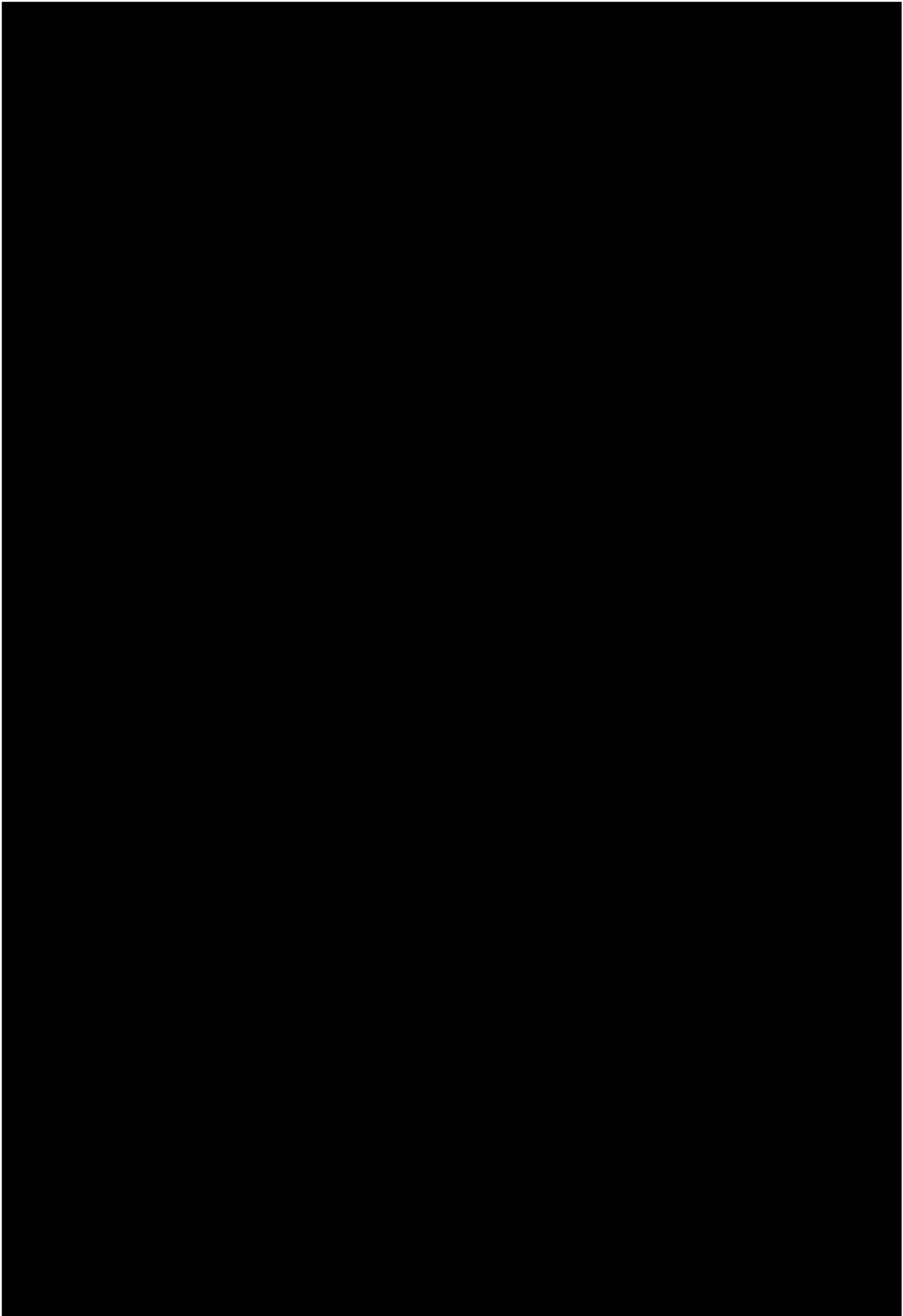


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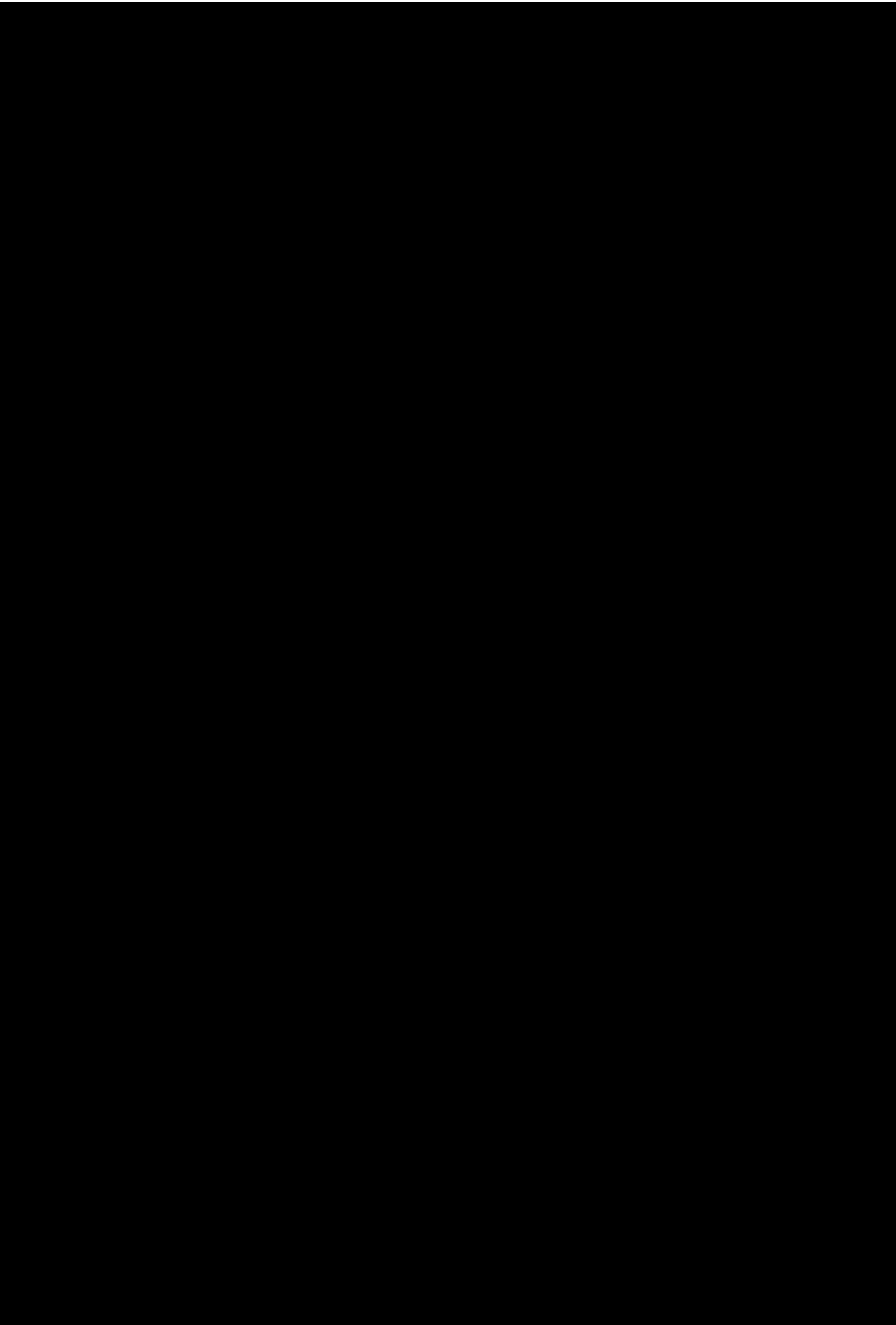
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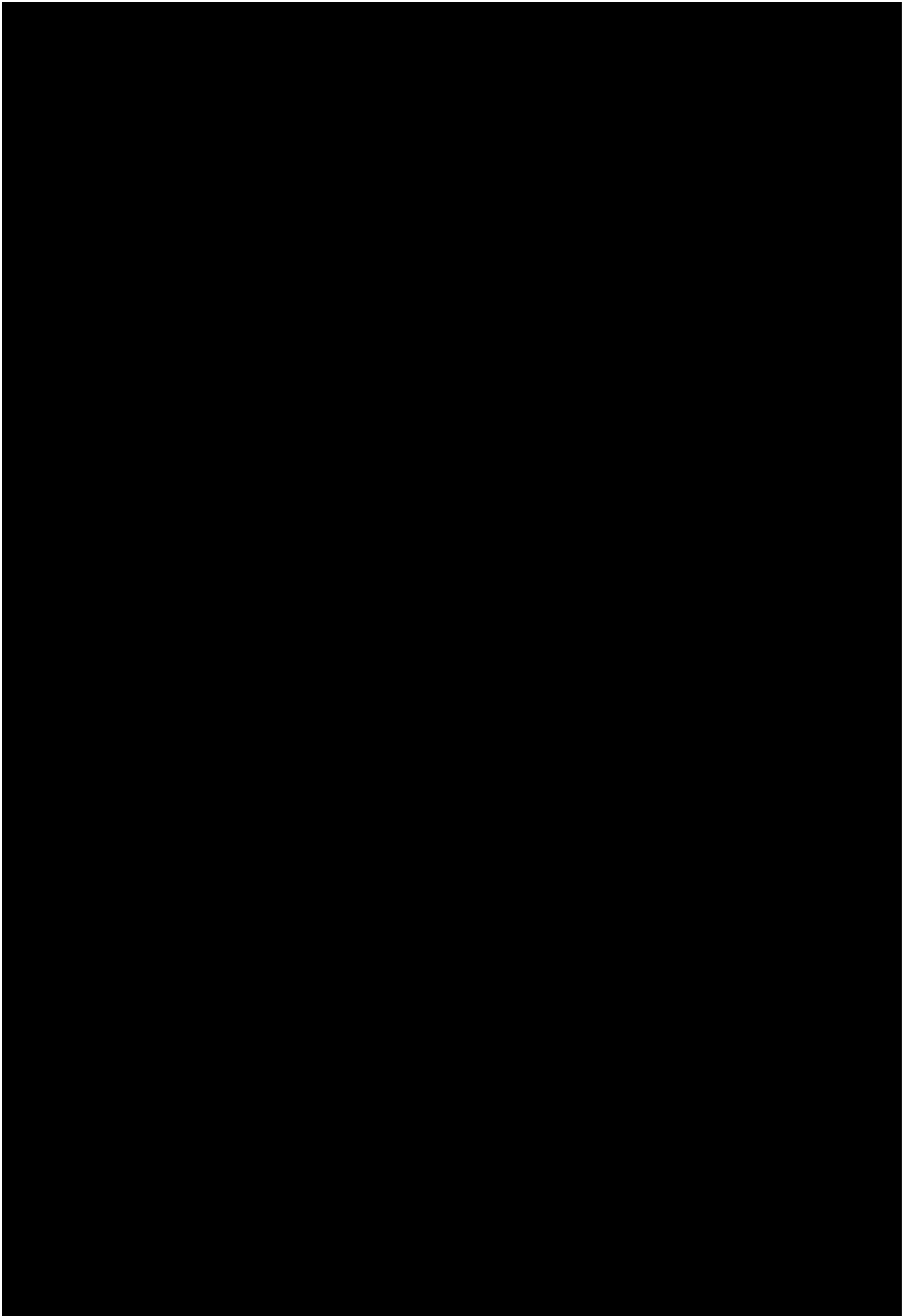


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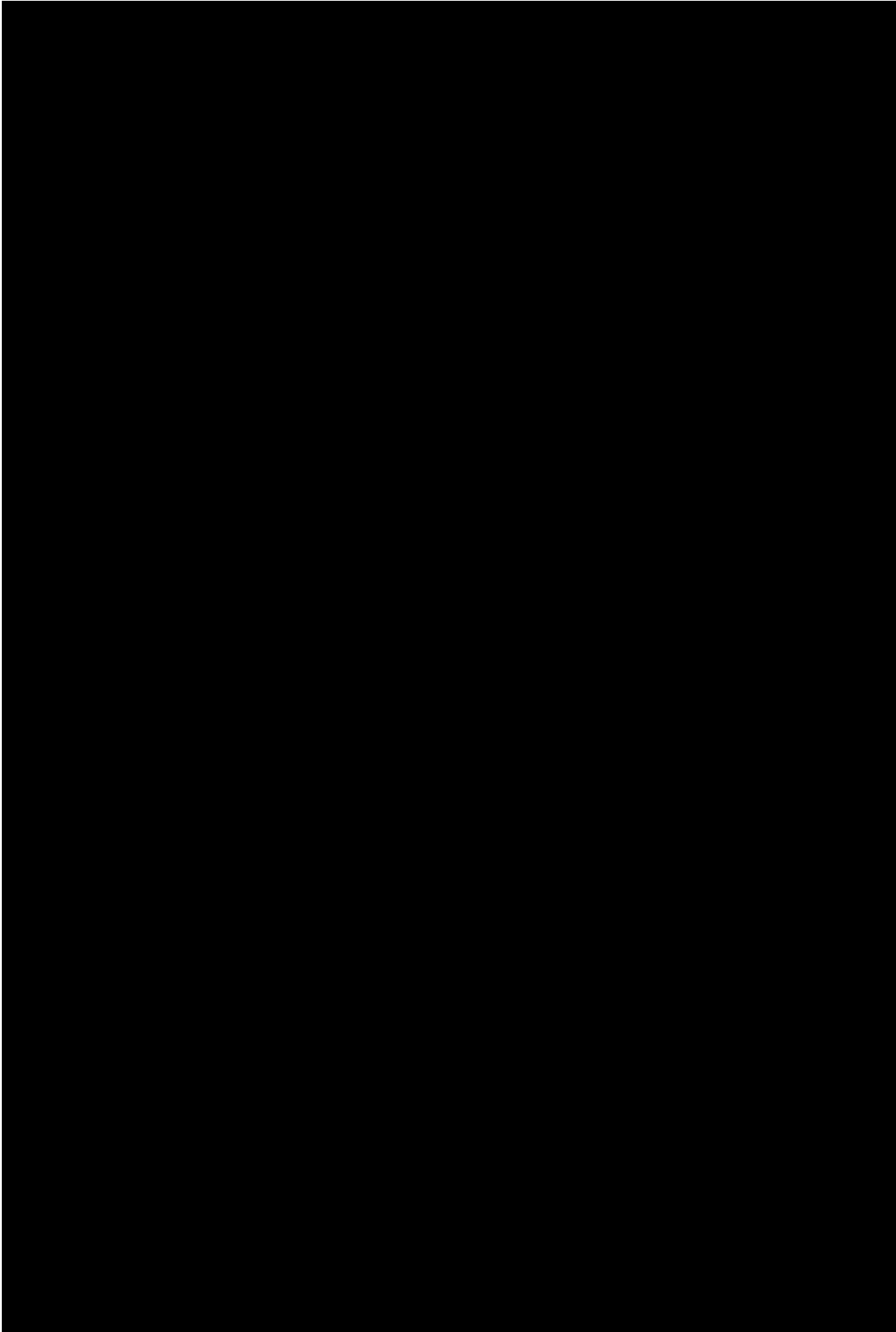


38

39



40



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REEL: 036501 FRAME: 0639

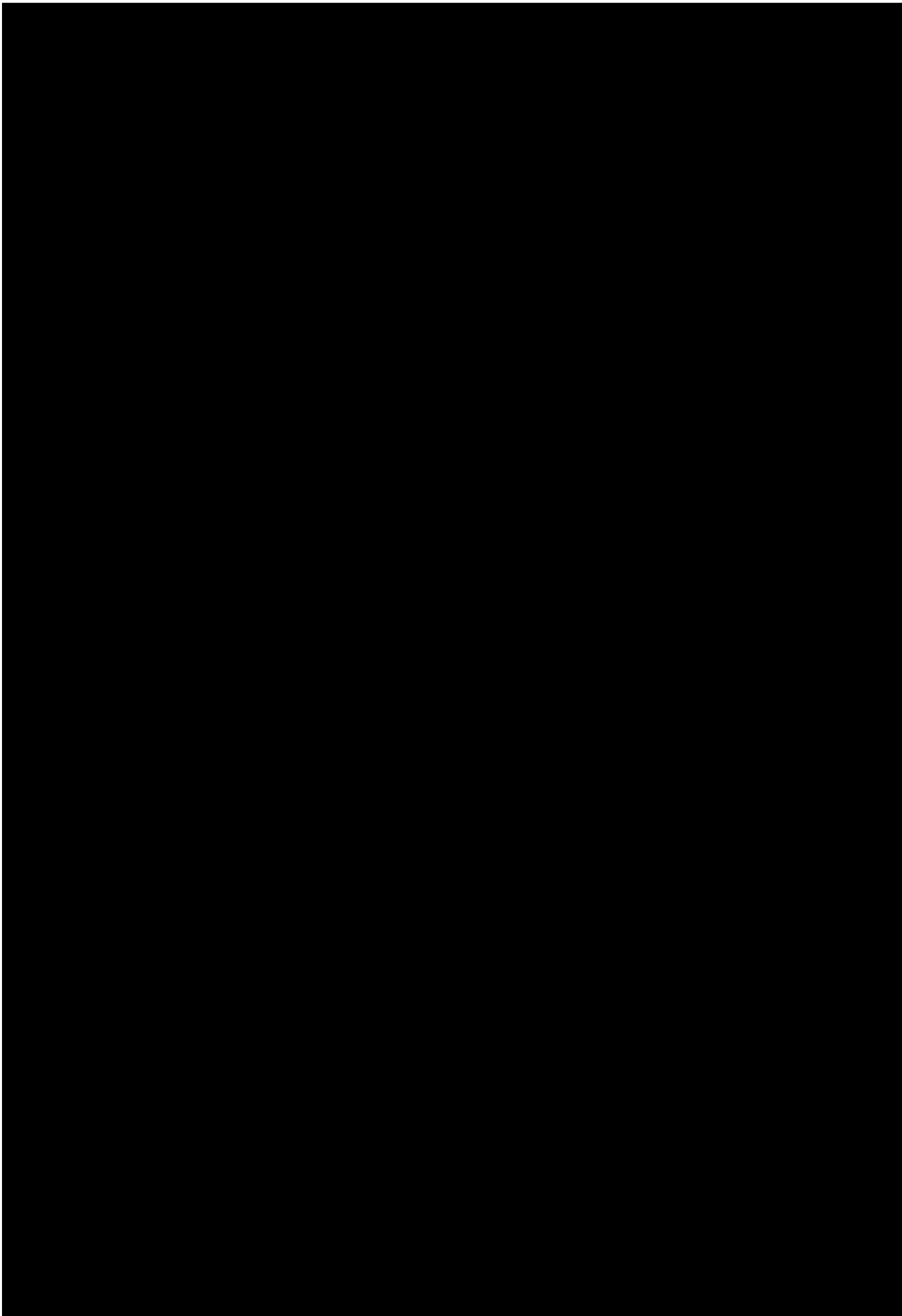
4



-42-



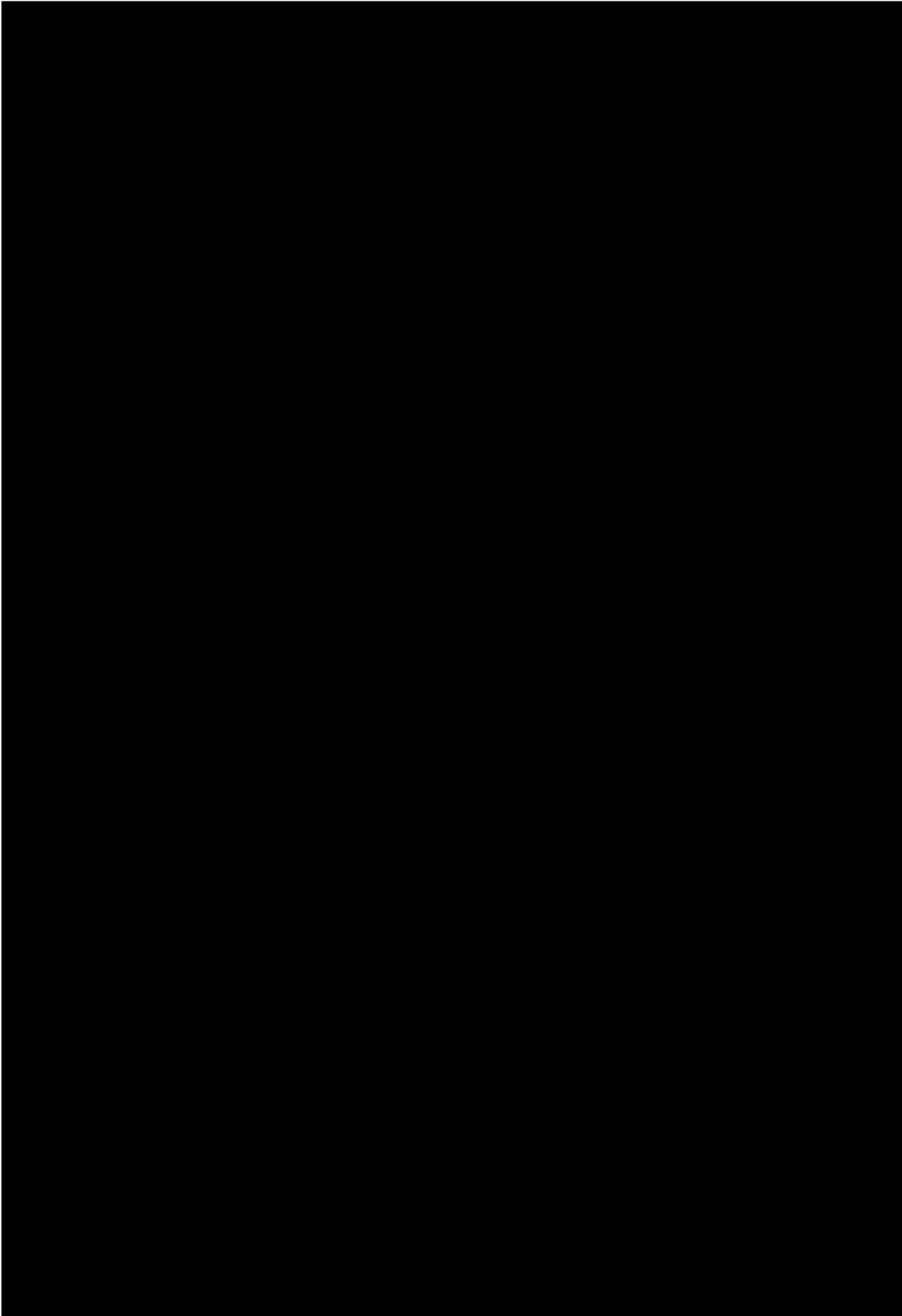
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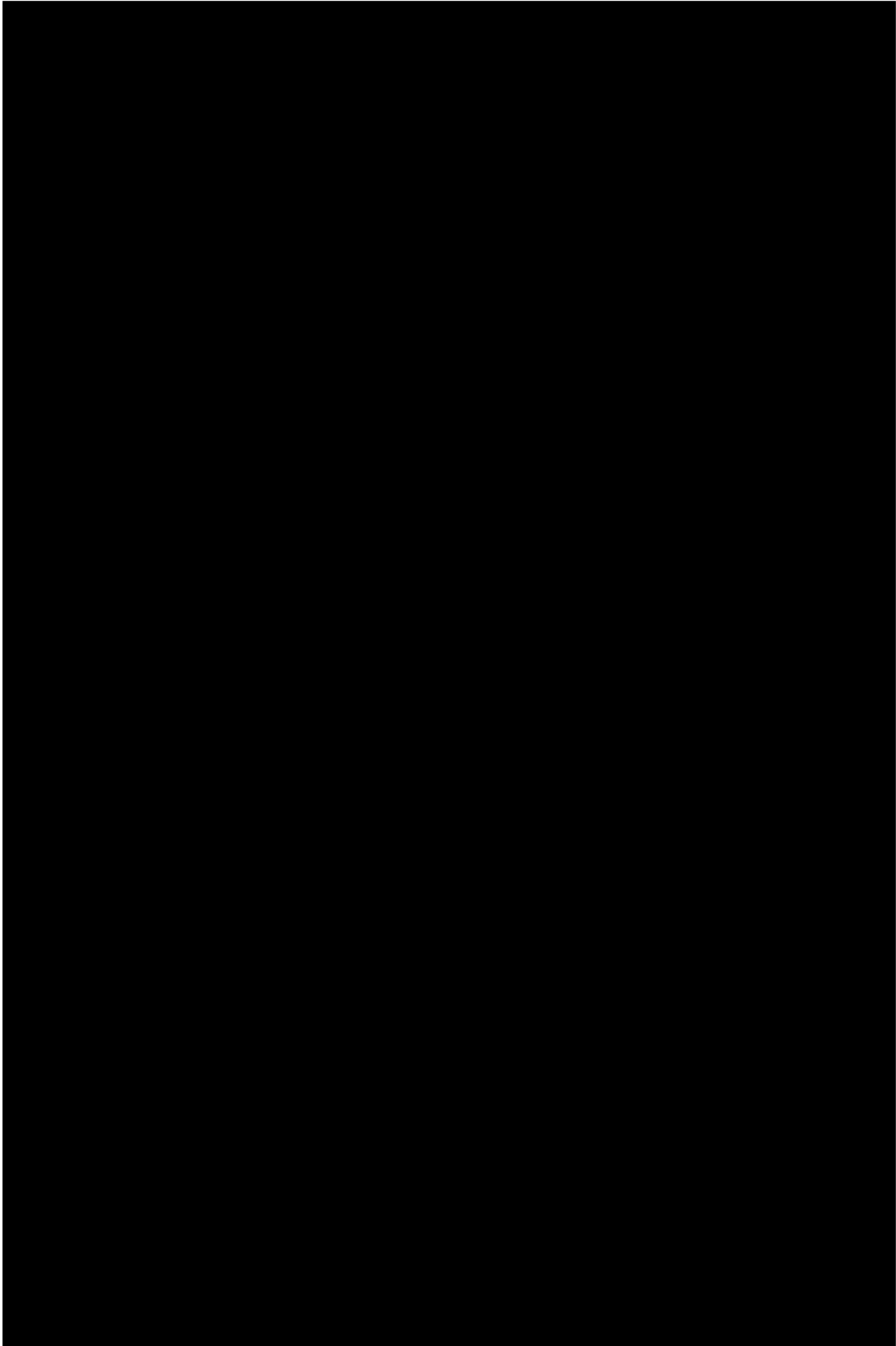
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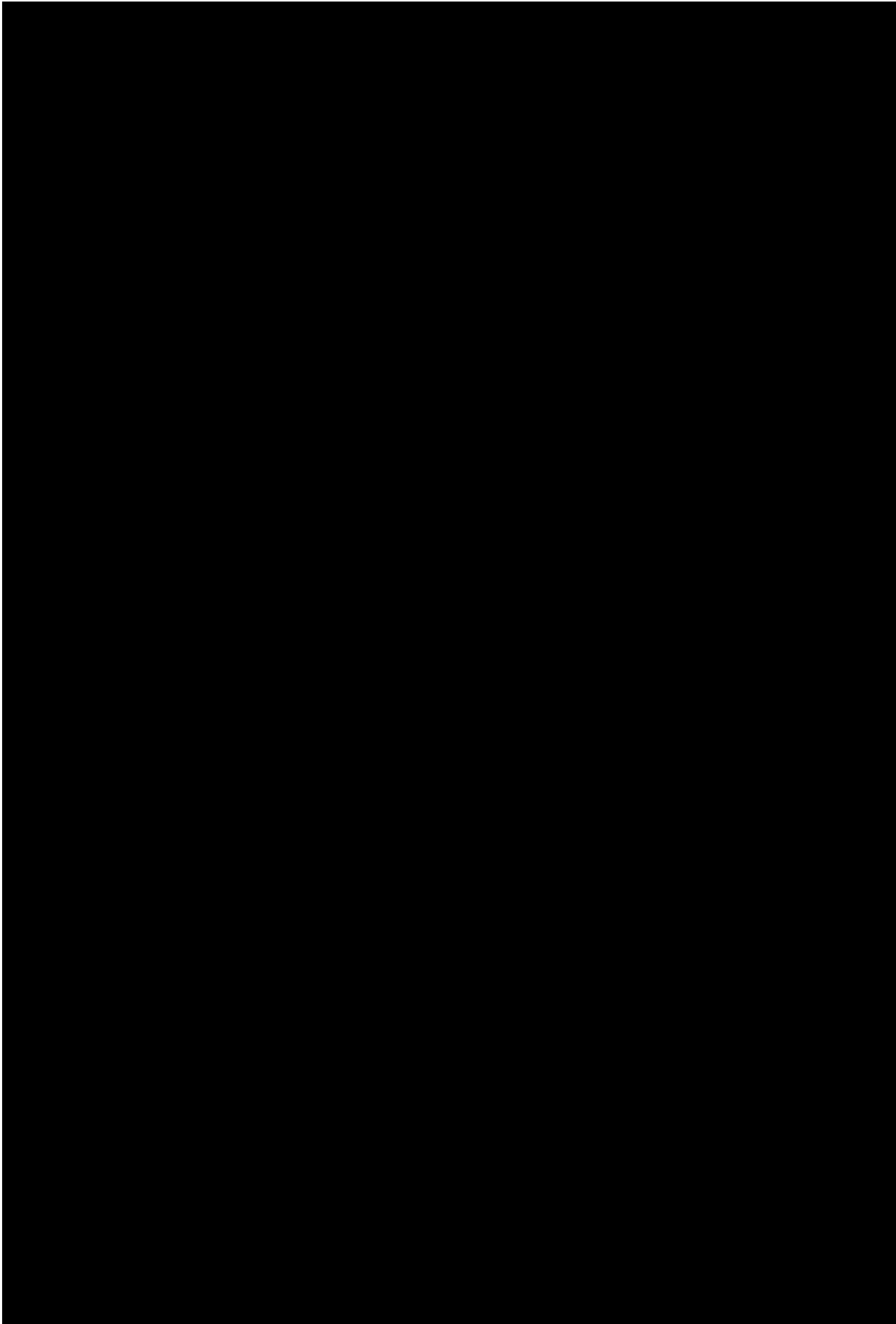


45



49



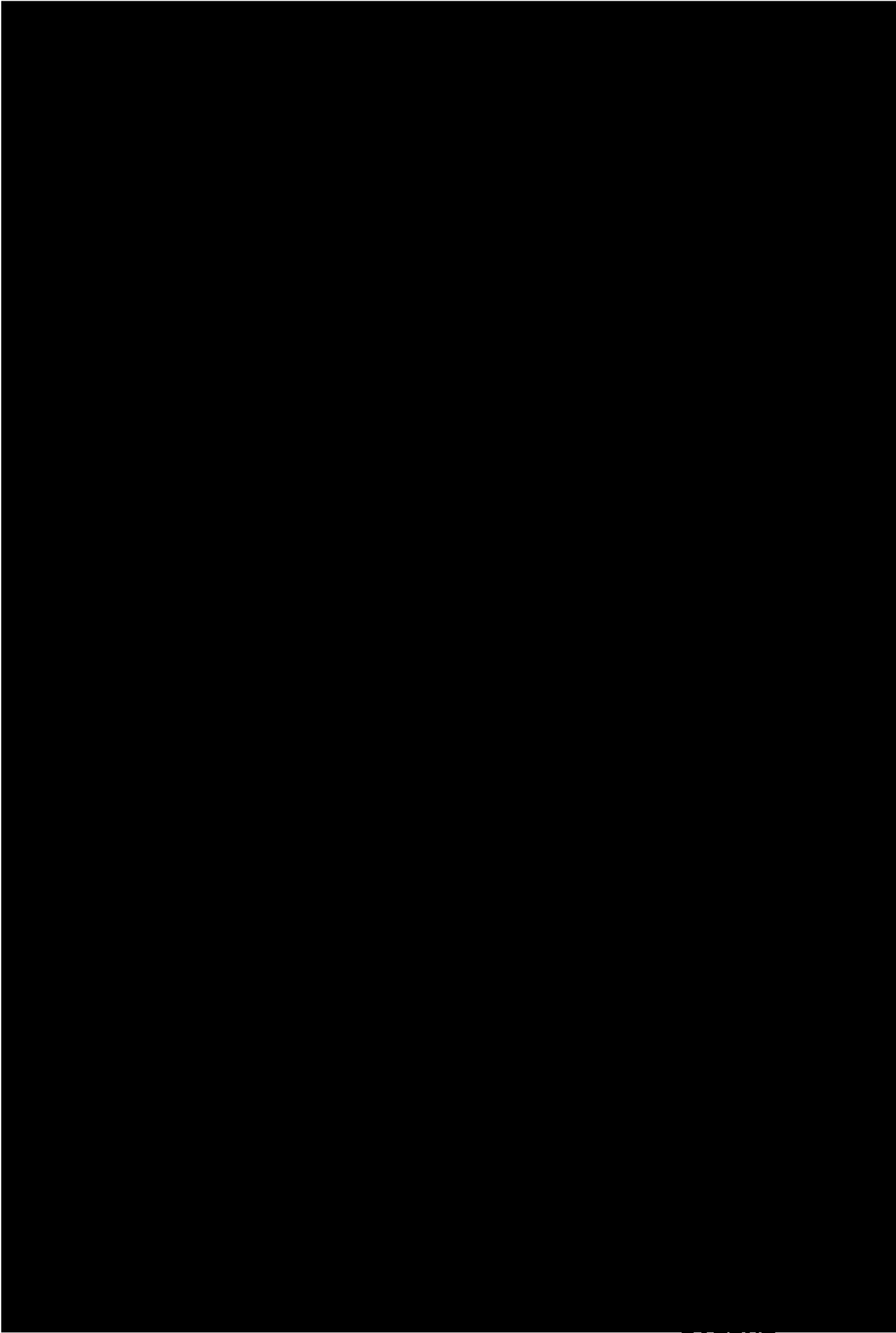


47

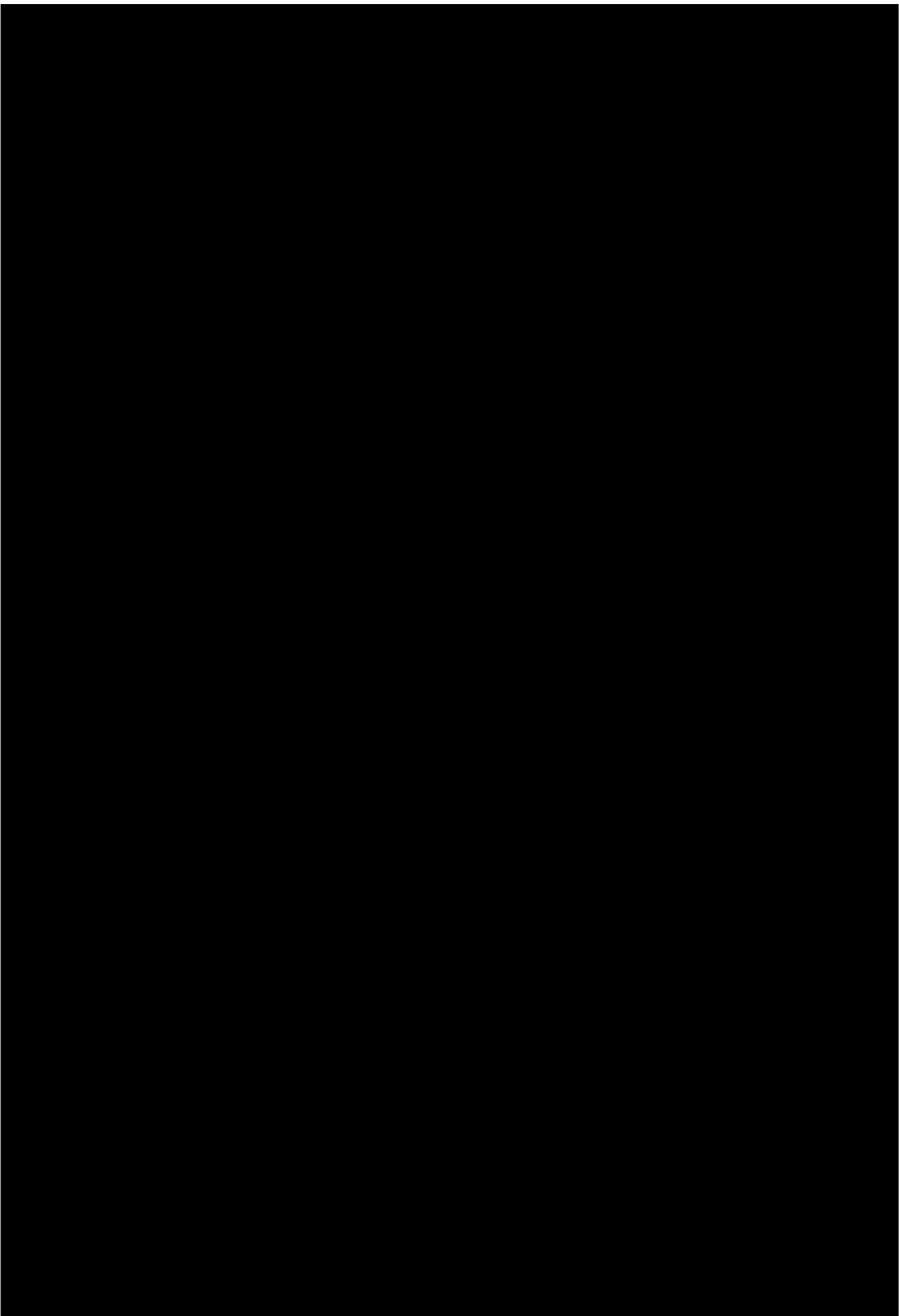


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| 355 | Personal Feedback Browser For Obtaining Media Files | Quito Enterprises, LLC | USA | 08/709,762 | 9/9/1998 | 5,890,152 | 3/30/1999 |
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49



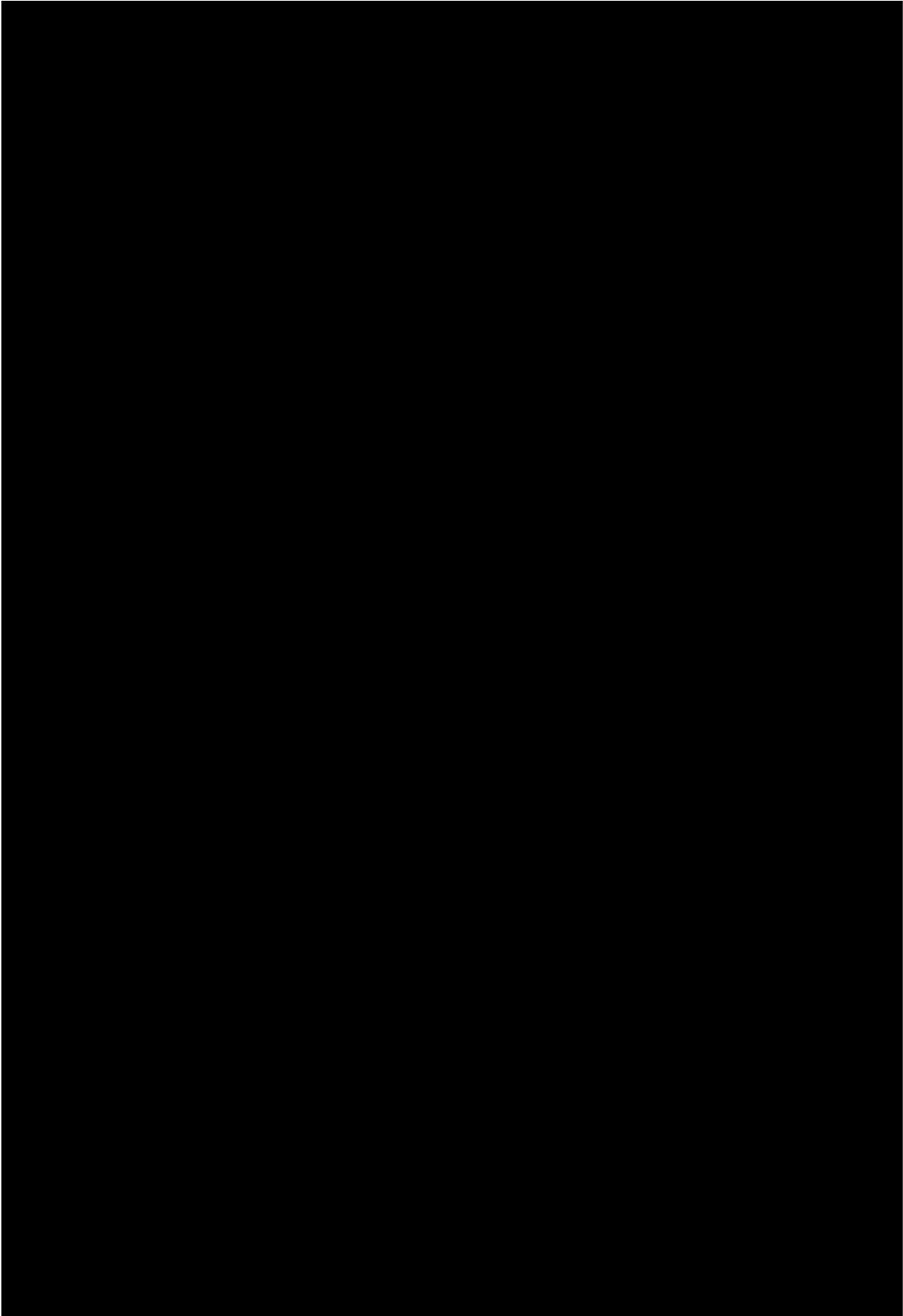
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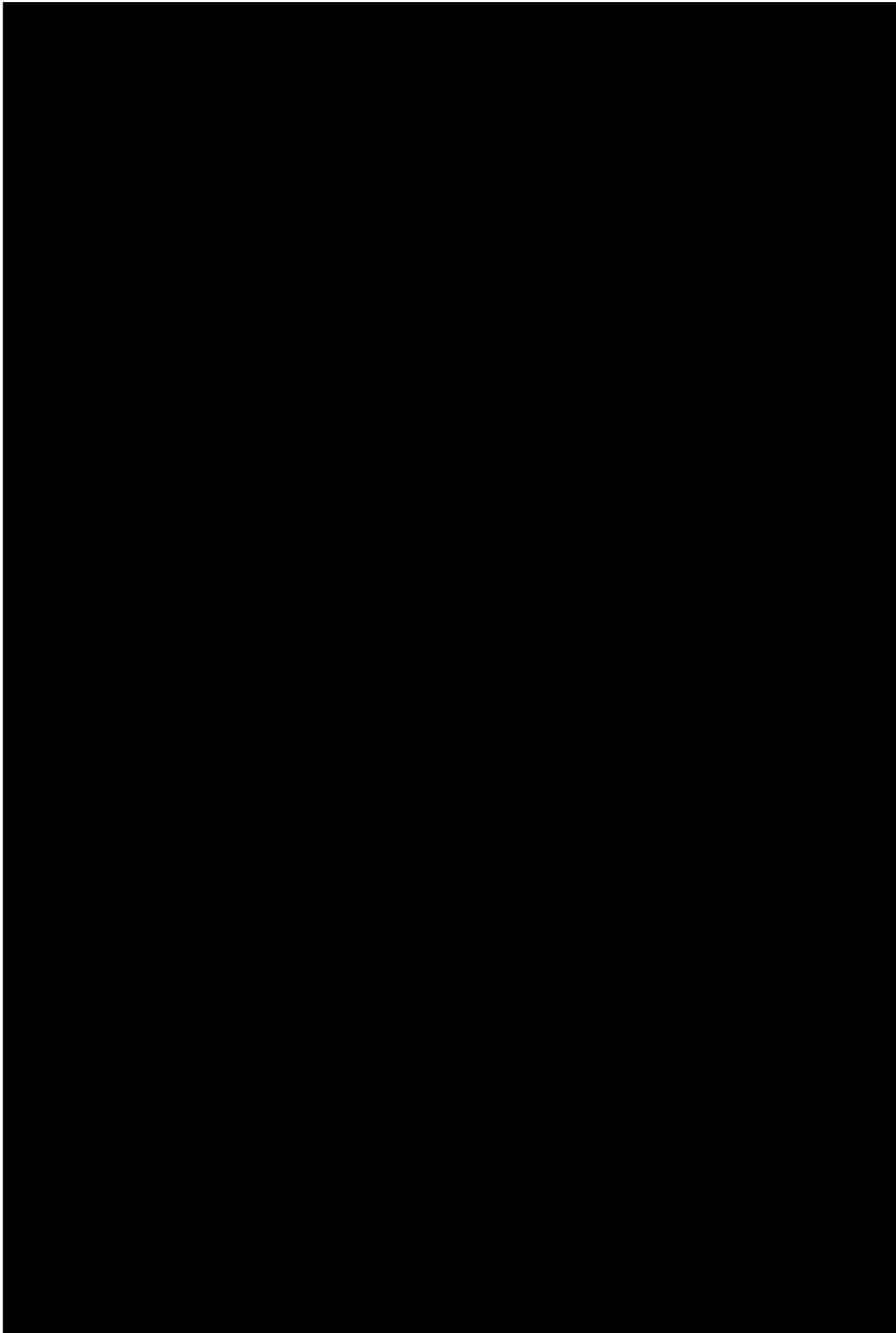


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52

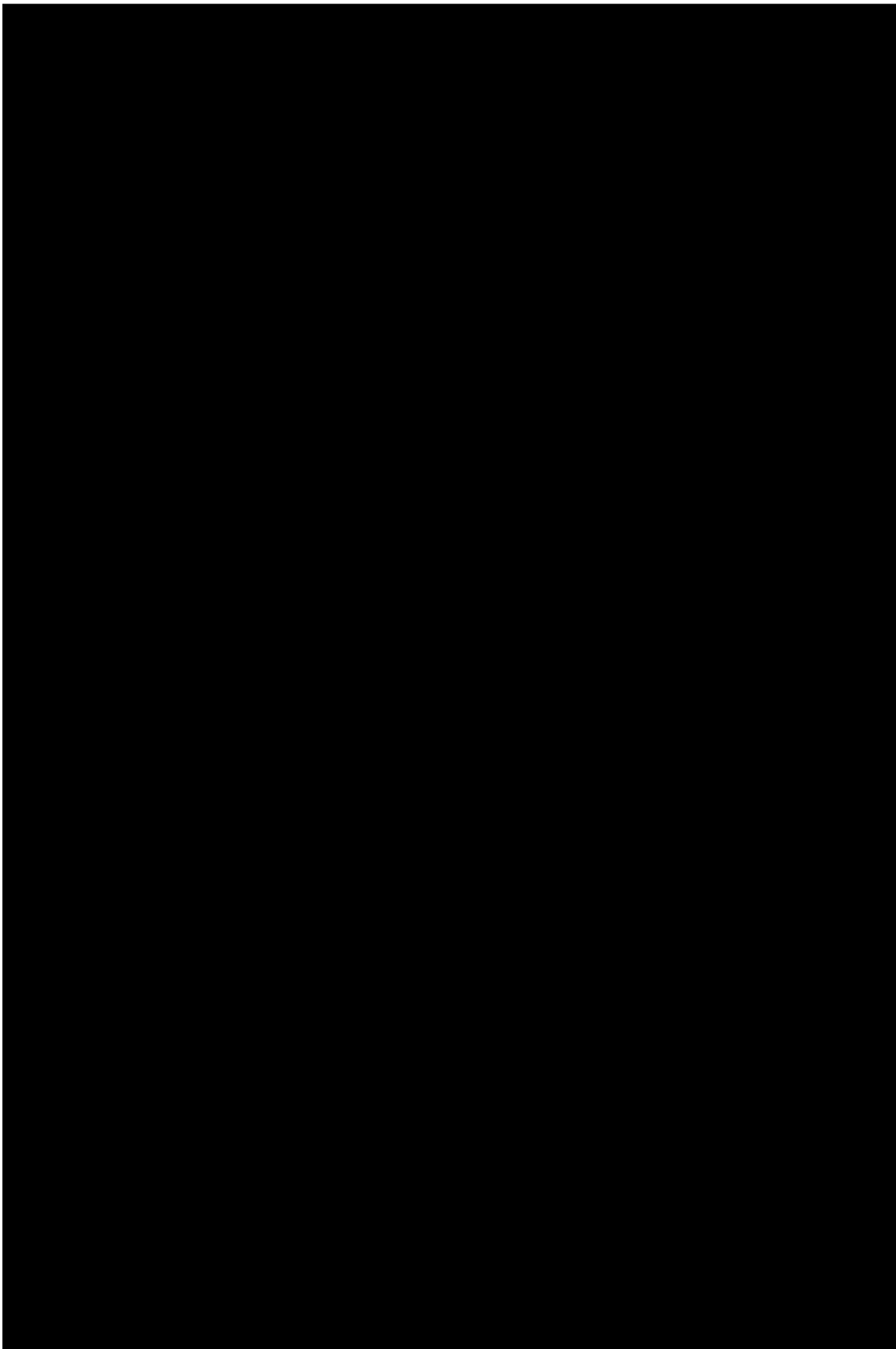




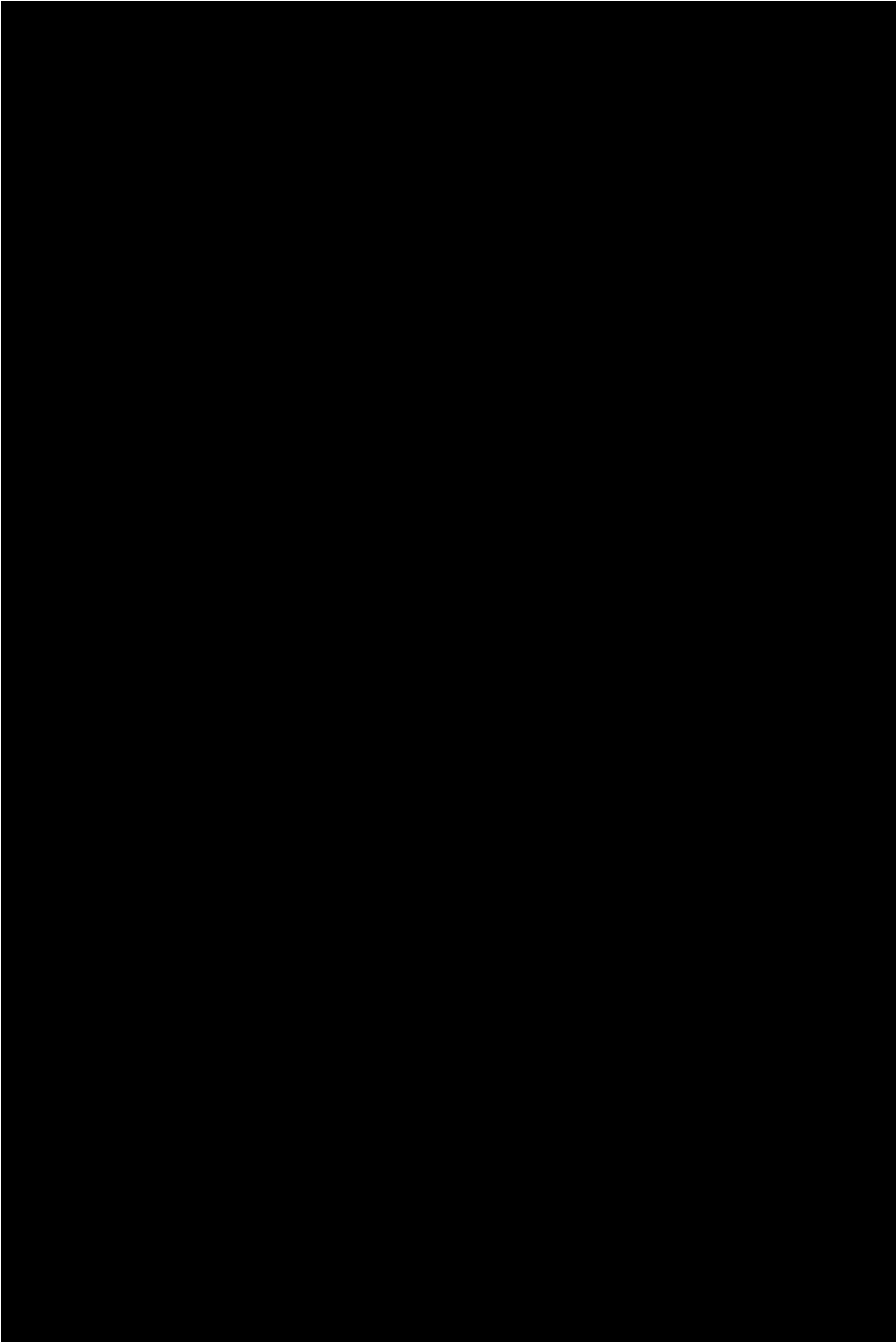
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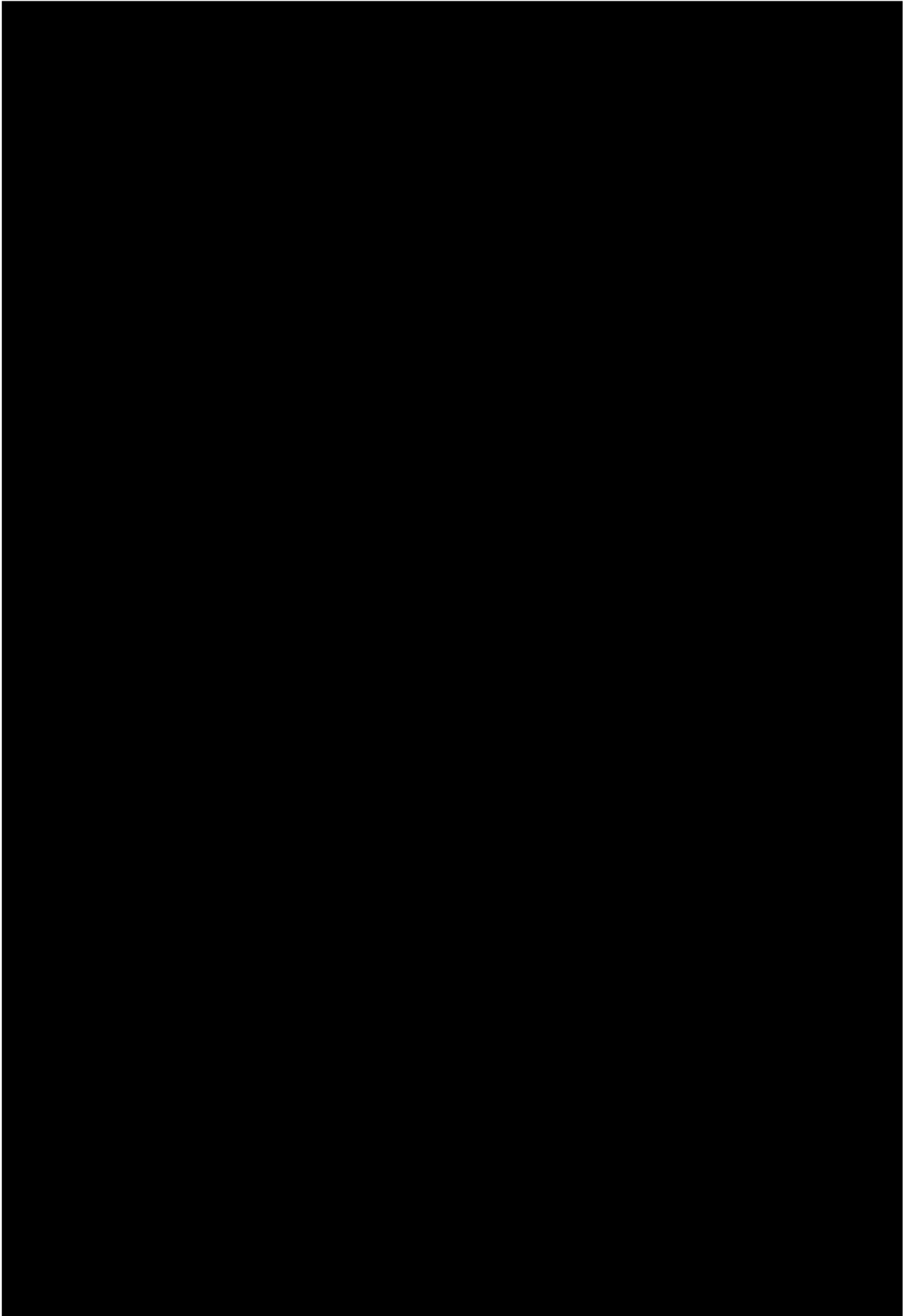
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92



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REEL: 036501 FRAME: 0655

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