

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4264154

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CORRECTING IMPROPER SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
EAGLE HARBOR HOLDINGS, LLC		02/07/2017
RECEIVING PARTY DATA		
Name:	EAGLE HARBOR HOLDINGS, LLC	
Street Address:	175 PARFITT WAY SW, SUITE S140	
City:	BAINBRIDGE ISLAND	
State/Country:	WASHINGTON	
Postal Code:	98110	
PROPERTY NUMBERS Total: 55		
Property Type	Number	
Patent Number:	6615137	
Patent Number:	6771208	
Patent Number:	6792351	
Patent Number:	7337650	
Patent Number:	7681448	
Patent Number:	8001860	
Patent Number:	8417490	
Patent Number:	8978439	
Patent Number:	9292017	
Patent Number:	9293928	
Patent Number:	9358924	
Patent Number:	6629033	
Patent Number:	6778073	
Patent Number:	7146260	
Patent Number:	7178049	
Patent Number:	7778739	
Patent Number:	7793136	
Patent Number:	8006117	
Patent Number:	8006118	
Patent Number:	8006119	

PATENT

Property Type	Number
Patent Number:	8020028
Patent Number:	8027268
Patent Number:	8045729
Patent Number:	8165057
Patent Number:	8331279
Patent Number:	8346186
Patent Number:	8364335
Patent Number:	8375243
Patent Number:	8380383
Patent Number:	8386113
Patent Number:	8583292
Patent Number:	8630196
Patent Number:	8744672
Patent Number:	8751712
Patent Number:	8762610
Patent Number:	8953816
Patent Number:	8958315
Patent Number:	9292334
Patent Number:	9336043
Patent Number:	9348637
Application Number:	13713425
Application Number:	14617815
Application Number:	14994326
Application Number:	15041785
Application Number:	15146402
Application Number:	09841755
Application Number:	10143074
Application Number:	13253284
Application Number:	13427742
Application Number:	13429144
Application Number:	13431835
Application Number:	13687417
Application Number:	14981616
Application Number:	15131769
Application Number:	15140950

CORRESPONDENCE DATA

Fax Number: (206)780-4094

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.

Phone: 2067804093
Email: Brian.Hewitt@ehhllc.com
Correspondent Name: DAN ALAN PRESTON
Address Line 1: 175 PARFITT WAY SW SUITE S140
Address Line 4: BAINBRIDGE ISLAND, WASHINGTON 98110

NAME OF SUBMITTER:	DAN ALAN PRESTON
SIGNATURE:	/DAN ALAN PRESTON/
DATE SIGNED:	02/07/2017

Total Attachments: 23

source=PTO1595_Correction#page1.tif
source=PTO-1595 Cont#page1.tif
source=Merged PDF#page1.tif
source=Merged PDF#page2.tif
source=Merged PDF#page3.tif
source=Merged PDF#page4.tif
source=Merged PDF#page5.tif
source=Merged PDF#page6.tif
source=Merged PDF#page7.tif
source=Merged PDF#page8.tif
source=Merged PDF#page9.tif
source=Merged PDF#page10.tif
source=Merged PDF#page11.tif
source=Merged PDF#page12.tif
source=Merged PDF#page13.tif
source=Merged PDF#page14.tif
source=Merged PDF#page15.tif
source=Merged PDF#page16.tif
source=Merged PDF#page17.tif
source=Merged PDF#page18.tif
source=Merged PDF#page19.tif
source=Northwater_ReelFrames#page1.tif
source=Chain_of_Title#page1.tif

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Eagle Harbor Holdings, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Correcting Improper Security Interest

2. Name and address of receiving party(ies)

Name: Eagle Harbor Holdings, LLC

Internal Address: _____

Street Address: 175 Parfitt Way SW Suite S140

City: Bainbridge Island

State: WA

Country: US Zip: 98110

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

13/713425, 14/617815, 14/994326, 15/041785, 15/146402,
09/841755, 10/143074, 13/253284, 13/427742, 13/429144,
13/431835, 13/687417, 14/981616, 15/131769, 15/140950

B. Patent No.(s)

6615137, 6771208, 6792351, 7337650, 7681448, 8001860,
8417490, 8978439, 9292017, 9293928, 9358924, 9629033,
6778073, 7146260, 7178049, 7778739, 7793136, 8006117,
8006118, 8006119, 8020028, 8027268,

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Dan Alan Preston

Internal Address: _____

Street Address: 175 Parfitt Way SW Suite S140

City: Bainbridge Island

State: WA Zip: 98110

Phone Number: 206-780-4093 ext 103

Docket Number: _____

Email Address: Brian.Hewitt@ehhllc.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☒ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/Dan Alan Preston/

Signature

02/07/2017

Date

Dan Alan Preston

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

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

Continuation of Form PTO-1595 Part 4B:

8045729
8165057
8331279
8346186
8364335
8375243
8380383
8386113
8583292
8630196
8744672
8751712
8762610
8953816
8958315
9292334
9336043
9348637

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Samuel Hemingway 2067804093 x104
B. E-MAIL CONTACT AT FILER (optional) sam.hemingway@ehhllc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Samuel Hemingway 2067804093 x104 Eagle Harbor Holdings, LLC 175 Parfitt Way Sw - Ste S-140 Bainbridge Island WA USA 98110

Date of Filing : 02/06/2017
Time of Filing : 04:10:00 PM
File Number : 2017-037-4438-7
Lapse Date : 09/14/2020

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2015-257-1533-6

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

Collateral is removed pursuant to procedure in RCW 62A.9A-509

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR
Eagle Harbor Holdings, LLC

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

WASHINGTON STATE
DEPARTMENT OF LICENSING

EAGLE HARBOR HOLDINGS, LLC,
and MEDIUSTECH, LLC,

Financing Statement File Number:
2015-257-1533-6 filed 9/14/15

**UNIFORM COMMERCIAL CODE:
AMENDMENT FOR
TERMINATION AS A MATTER OF
LAW**

February 6th, 2017

1. INTRODUCTION

A. RCW 62A.9A-509 Filing an Amendment to Terminate

This is a Debtor initiated AMENDMENT FOR TERMINATION of UCC-1 filing (Termination) and is made this 6th day of February, 2017 in accordance with RCW 62A.9A-509 *Persons entitled to file a record (d) Person entitled to file certain amendments*. [states that] A person may file an amendment other than an amendment that adds collateral covered by a financing statement or an amendment that adds a debtor to a financing statement only if: (2) the debtor authorizes the filing, and the termination statement indicates that the debtor authorized it to be filed. Eagle Harbor Holdings, LLC a Washington Limited Liability Corporation hereinafter referred to as "Debtor".

In accordance with RCW 62A.9A-509, Debtor hereby authorizes the filing of this Termination Amendment.

Page 1

Termination of Initial Financing Statement File Number:
2015-257-1533-6; dated 09/14/2015; or
Correcting Errors in Recorded Assignments

EAGLE HARBOR HOLDINGS, LLC
175 Parfitt Way SW, Suite S-140
Bainbridge Island, WA. 98110

2. SECURITY AGREEMENT NOVEMBER 15TH, 2010

WHEREAS Debtor entered into a Security Agreement with NORTHWATER INTELLECTUAL PROPERTY FUND L.P. 2 (herein after referred to as "Secured Party") on November 15, 2010 using certain Intellectual Property assets owned by Debtor as collateral as described by Schedule A attached thereto, and also attached herein for reference.

3. FIRST UCC-1 FINANCING STATEMENT FILED NOVEMBER 11, 2010:

WHEREAS RCW 62A.9A-509 *Persons entitled to file a record* [states that] (a) "Person entitled to file record. A person may file an initial financing statement, amendment that adds collateral covered by a financing statement, or amendment that adds a debtor to a financing statement only if: (1) The debtor authorizes the filing in an authenticated record or pursuant to subsection (b) or (c) of this section..."

Debtor authorized the filing of an Initial Financing Statement, on or about November 11, 2010 (2010-315-0251-2) with a lapse date of November 11, 2015.

4. INDICATION OF COLLATERAL

WHEREAS RCW 62A.9A-504 *Indication of collateral*. [states that] A financing statement sufficiently indicates the collateral that it covers if the financing statement provides: (1) A description of the collateral pursuant to RCW 62A.9A-108; and per RCW 62A.9A-108 *Sufficiency of description in security agreement*. Para (b) *Examples of reasonable identification*. Except as otherwise provided in subsection (d) of this section, a description of collateral reasonably identifies the collateral if it identifies the collateral by: (1) Specific listing; ...[and] (6)... any other method, if the identity of the collateral is objectively determinable.

The collateral included in the PATENT SECURITY AGREEMENT as Schedule A attached thereto, is accurate with respect to the specificity of the listing as identified as para

Page 2

Termination of Initial Financing Statement File Number:
2015-257-1533-6; dated 09/14/2015; or
Correcting Errors in Recorded Assignments

EAGLE HARBOR HOLDINGS, LLC
175 Parfitt Way SW, Suite S-140
Bainbridge Island, WA. 98110

2(a)(i) and is objectively determinable (listed by number) by Schedule A. However, the UCC Exhibit A to the financing statement's collateral description does not accurately represent the PATENT SECURITY AGREEMENT's para 2. *Security Interest (a)(i) "Collateral"* as described. The Secured Party deleted a key restriction identified as: "...relating to the Automotive Infotainment, including, without limitation, the patents and applications..."; thus altering the specificity of the PATENT SECURITY AGREEMENT by broadening to all fields of use, without authority of the Debtor.

RCW 62A.9A-506 Effect of errors or omissions. (a) Minor errors and omissions. A financing statement substantially satisfying the requirements of this part is effective, even if it has minor errors or omissions, unless the errors or omissions make the financing statement seriously misleading.

As such, the errors and/or omissions between the Initial Financing Statement dated November 11, 2010 (2010-315-0251-2) collateral description and the collateral description in the PATENT SECURITY AGREEMENT make the financing statement seriously misleading. The Financing Statement claims the Secured Party has un-restricted rights, when in fact, it was restricted to the field of use for "Automotive Infotainment".

5. DEBTOR NAME INCORRECT

WHEREAS RCW 62A.9A-503 Name of debtor and secured party. (a) Sufficiency of debtor's name. A financing statement sufficiently provides the name of the debtor: AND RCW 62A.9A-506 Effect of errors or omissions....(b) Financing statement seriously misleading. Except as otherwise provided in subsection (c) of this section, a financing statement that fails sufficiently to provide the name of the debtor in accordance with RCW 62A.9A-503(a) is seriously misleading; and RCW 62A.9A-507 Effect of certain events on effectiveness of financing statement.(c) Change in debtor's name. If the name that a filed financing statement provides for a debtor becomes insufficient as the name of the

Page 3

Termination of Initial Financing Statement File Number:
2015-257-1533-6; dated 09/14/2015; or
Correcting Errors in Recorded Assignments

EAGLE HARBOR HOLDINGS, LLC
175 Parfitt Way SW, Suite S-140
Bainbridge Island, WA. 98110

debtor under RCW 62A.9A-503(a) so that the financing statement becomes seriously misleading under RCW 62A.9A-506: ... (2) The financing statement is not effective to perfect a security interest in collateral acquired by the debtor more than four months after the filed financing statement becomes seriously misleading, unless an amendment to the financing statement which renders the financing statement not seriously misleading is filed within four months after the filed financing statement becomes seriously misleading.

The Debtor, Eagle Harbor Holdings, LLC is correctly identified in the PATENT SECURITY AGREEMENT. However the Debtor organization identified in the Financing Statement dated November 11, 2010 (2010-315-0251-2) lists the Debtor as MediusTech, LLC. This disparity makes the financing statement “seriously misleading”. In the UCC “Debtor Information Search Report” dated January 3, 2013 (2013-003-4144-6S), Debtor organization matches the Initial Debtor organization as MediusTech LLC. This date is 14 months later that the original filing rendering the Financing Statement “seriously misleading” and not effective to perfect a security interest in collateral.

6. SECOND UCC FILING DATED FILED SEPTEMBER 14TH, 2015

WHEREAS, on or about September 14th, 2015, the Secured Party filed a second Initial Financing Statement as File Number 2015-257-1533 and listed Debtor correctly as Eagle Harbor Holdings, LLC. With respect now to Chain of Title, the two UCC-1s are clearly independent from one another, with different named Organizations and both filed as Initial. The Schedule A attached is consistent with the Security Agreement identifying the 10 patents relating to Automotive Infotainment. However, as with the first filing, it too was seriously misleading with respect to the Indication of Collateral.

Page 4

*Termination of Initial Financing Statement File Number:
2015-257-1533-6; dated 09/14/2015; or
Correcting Errors in Recorded Assignments*

EAGLE HARBOR HOLDINGS, LLC
175 Parfitt Way SW, Suite S-140
Bainbridge Island, WA. 98110

As previously discussed, RCW 62A.9A-504 *Indication of collateral*. [states that] *A financing statement sufficiently indicates the collateral that it covers if the financing statement provides: (1) A description of the collateral pursuant to RCW 62A.9A-108; and per RCW 62A.9A-108 Sufficiency of description in security agreement. Para (b) Examples of reasonable identification. Except as otherwise provided in subsection (d) of this section, a description of collateral reasonably identifies the collateral if it identifies the collateral by: (1) Specific listing; ...[and] (6)... any other method, if the identity of the collateral is objectively determinable.*

The collateral included in the original PATENT SECURITY AGREEMENT as Schedule A attached thereto, is accurate with respect to the specificity of the listing as identified as para 2(a)(i) and is objectively determinable (listed by number) by Schedule A. However, as with the first filing, the UCC Exhibit A to the financing statement's collateral description does not accurately represent the PATENT SECURITY AGREEMENT's para 2. *Security Interest (a)(i) "Collateral"* as described. The Secured Party again chose to delete certain key restrictions identified as: "...relating to the Automotive Infotainment, including, without limitation, the patents and applications..."; again altering the specificity of the PATENT SECURITY AGREEMENT by broadening to all fields of use, without authority of the Debtor.

RCW 62A.9A-506 *Effect of errors or omissions. (a) Minor errors and omissions. A financing statement substantially satisfying the requirements of this part is effective, even if it has minor errors or omissions, unless the errors or omissions make the financing statement seriously misleading.*

As such, the errors and omissions between the second Initial Financing Statement dated September 14th, 2015 collateral description and the collateral description contained in the November 16th, 2010 PATENT SECURITY AGREEMENT make the second Financing

Page 5

Termination of Initial Financing Statement File Number:
2015-257-1533-6; dated 09/14/2015; or
Correcting Errors in Recorded Assignments

EAGLE HARBOR HOLDINGS, LLC
175 Parfitt Way SW, Suite S-140
Bainbridge Island, WA. 98110

Statement “seriously misleading” in that the Financing Statement claimed un-restricted use, when the Debtor has authorized only a field of use in the area of Automotive Infotainment.

7. FIRST UCC-1 FINANCING LAPSE

WHEREAS RCW 62A.9A-515 *Duration and effectiveness of financing statement; effect of lapsed financing statement. (a) Five-year effectiveness. Except as otherwise provided in subsections (b), (e), (f), and (g) of this section, a filed financing statement is effective for a period of five years after the date of filing....(c) Lapse and continuation of financing statement. The effectiveness of a filed financing statement lapses on the expiration of the period of its effectiveness unless before the lapse a continuation statement is filed pursuant to subsection (d) of this section. Upon lapse, a financing statement ceases to be effective and any security interest or agricultural lien that was perfected by the financing statement becomes unperfected, unless the security interest is perfected otherwise. If the security interest or agricultural lien becomes unperfected upon lapse, it is deemed never to have been perfected as against a purchaser of the collateral for value.*

Because of the issues of identified above, **4. Indication of Collateral** and **5. Debtors Name**, the above render the November 15, 2010 Financing Statement ineffective to Perfect a Lien because it was “seriously misleading”. Notwithstanding those issues, a UCC “Debtor Information Search Report” dated January 3, 2013 (2013-003-4144-6S) correctly identifies the Secured Party as Northwater Intellectual Property Fund L.P. 2. The report lists only 1 UCC filing active for Eagle Harbor Holdings, LLC; validating the earlier November 11, 2010 filing lapsed. Regardless of the errors and omissions identified and discussed, the lapse renders the original filing as un-perfected.

8. SECOND PATENT SECURITY INTEREST FILING

On or about December 2, 2015, a second Security Interest was filed citing an execution date of November 15, 2010, more than 5 years after the execution date of November 15, 2010. The attached security interest included the original authorized Schedule A covering the original 10 patents that cover the field of use for Automotive Infotainment, and what is titled as an "Amendment to Schedule A". This Amended list was not authorized by the Debtor; this list includes patents clearly outside the Field of Use restriction that the Secured Party has attempted to claim as Debtor Authorized Collateral on at least two occasions.

The Debtor does not believe this attempt at seizing an ownership position on the non-"Automotive Infotainment" patents was simply a typographical error as Debtor cannot identify any proper Chain of Title that exists to the Secured Party who filed the assignment against them, nor can the Debtor identify proper authority of the Secured Party.

9. PERFECTION – MATTERS OF LAW/MATTERS OF FACT

B. UCC Perfection

In law, perfection of a lien relates to matters of law that represent additional steps a secured party is required to take in relation to a security interest, in order to make it effective and retain its effectiveness in the event of default by the grantor of the security interest. Generally speaking, once a security interest is effectively created, it gives certain rights to the holder of the security; however, it imposes duties upon the secured party as well.

Additional steps are required in the perfection of a security interest. These steps are required to enforce the security against third parties. As a legal concept, perfection must be distinguished from:

- the grant or creation of the security interest, which creates its primary validity;

Page 7

*Termination of Initial Financing Statement File Number:
2015-257-1533-6; dated 09/14/2015; or
Correcting Errors in Recorded Assignments*

EAGLE HARBOR HOLDINGS, LLC
175 Parfitt Way SW, Suite S-140
Bainbridge Island, WA. 98110

- attachment, which are steps that link the security interest to the underlying asset; and,
- priority, which is an ordering of competing security interests in the same asset.

There is a tremendous amount of case law available that speaks to this issue. Of particular note in a recent high profile matter, a simple mistake made by a paralegal cost JPMorgan Chase \$1.5 Billion dollars¹. The U.S. Court of Appeals for the Second Circuit held that JPMorgan Chase Bank, N.A.'s security interest in a \$1.5 billion loan to General Motors (GM) was terminated after an error by a paralegal at the law firm representing the Debtor. This mistake went unnoticed by counsel for the Debtor (GM) and the Secured Party (JPMorgan). This simple error meant that JPMorgan's security interest in the \$1.5 billion loan to GM was terminated.

This decision is significant because it underscores the need for quality control protocols in high-stakes transactions by the Secured Party. It further demonstrates that one never knows what will happen in litigation. Generally though, the Federal Circuit continues to look to the banks and investment fund managers as “sophisticated investors” who have the responsibility for the management of assets for their investors.

C. USPTO PERFECTION

WHEREAS 35 USC 261 AND PERFECTION, para (4) states that “*An interest that constitutes an assignment, grant or conveyance shall be void as against any subsequent purchaser or mort-*

¹ <http://www.hinshawlaw.com/newsroom-publications-alerts-649.html>

gagee for a valuable consideration, without notice, unless it is recorded in the Patent and Trademark Office within three months from its date or prior to the date of such subsequent purchase or mortgage.”

In short, if an assignment is not recorded within three months after the execution date of the Security Agreement, the secured party stands at risk of having its rights subordinated to a subsequent bona fide purchaser or lender acting without notice of the assignment.

D. MPEP 323 Procedures for Correcting Errors in Recorded Assignment Document

The Secured Party's Security Interest, over assets not authorized by Debtor, under MPEP 323 procedures are described for making such corrections. The following discussion supports this action.

In summary, the Financing Statement filed on September 14, 2015 (File number 2015-2571533-6) is “seriously misleading”, as a matter of law. The indication of collateral has been modified by the Secured Party without authority from the Debtor and has been seriously misleading to subsequent investors. As a matter of law, the Debtor has the right to correct errors in a recorded assignment document (the aforementioned Financing Statement 2015-257133-6) per MPEP § 302.07.

10. CONCLUSION

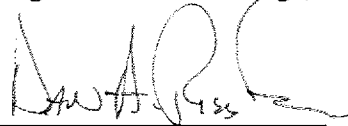
First, the UCC-1 filed on September 14, 2015 is "seriously misleading", as a matter of law. The indication of collateral has been modified by the Secured Party without authority from the Debtor and has been seriously misleading to subsequent investors. As a matter of law, the Debtor has the right to Amend and Terminate the UCC-1 dated December 2, 2015.

Second, the unauthorized Security Interest filed at the USPTO on certain collateral is as a matter of fact without support or authorization from the Debtor. As a matter law, the Debtor has the right to correct the errors of the recorded assignment.

This document stands to support both corrections.

Dated: February, 6th 2017

Eagle Harbor Holdings, LLC

By: 

Its: CEO

DEBTOR: MediusTech LLC
SECURED PARTY: Northwater Intellectual Property Fund L.P. 2

EXHIBIT A
TO UCC 1 FINANCING STATEMENT

COLLATERAL DESCRIPTION

The collateral covers all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

- (i) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, the "Patents") referred to in Schedule A hereto, as such schedule may be amended or supplemented from time to time, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all agreements providing for the granting of any right in or to the Patents (whether Debtor is licensee or licensor thereunder) including agreements relating to any of the foregoing and all income and royalties with respect to any licenses;
- (iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under issuance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reasons of loss or damage to or otherwise with respect to the foregoing Collateral.

DEBTOR: MediusTech LLC
SECURED PARTY: Northwater Intellectual Property Fund L.P. 2

SCHEDULE A

ISSUED PATENTS:

7,178,049	Method for multi-tasking multiple Java virtual machines in a secure environment
7,146,260	Method and apparatus for dynamic configuration of multiprocessor system
6,778,073	Method and apparatus for managing audio devices
6,629,033	Open communication system for real-time multiprocessor applications
7,778,739	Method and apparatus for dynamic configuration of multiprocessor system
7,793,136	Application management system with configurable software applications

PATENT APPLICATIONS:

12/258,234	Method and apparatus for dynamic configuration of multiprocessor system
12/258,215	Method and apparatus for dynamic configuration of multiprocessor system
12/483,214	Method and apparatus for dynamic configuration of multiprocessor system
12/775,991	System and method for restricting access to vehicle software systems

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Samuel Hemingway 2067804093 X104
B. E-MAIL CONTACT AT FILER (optional) sam.hemingway@ehhllc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Samuel Hemingway 2067804093 X104 175 Parfitt Way SW Suite S-140 Bainbridge Island WA USA 98110

Date of Filing : 02/07/2017
Time of Filing : 09:08:00 AM
File Number : 2017-038-4512-1
Lapse Date : 09/14/2020

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2015-257-1533-6	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
---	---

2. ☒ TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☒ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Eagle Harbor Holdings, LLC				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

reference is made to amendment filing 2017-037-4438-7, herein incorporated by reference, wherein unauthorized collateral was removed; this is a Debtor initiated termination in accordance with RCW 62A.9a

Washington State Department of Licensing
Uniform Commercial Code
Debtor Information Search Report

Search number: 2017-038-9122-7S

Name as provided:

Organization: Eagle Harbor Holdings, L.L.C. (Debtor)

Name searched:

Organization: EAGLEHARBORHOLDINGS

Lien type searched: All

Lien status searched: All

Search limited by: File Numbers Searched: 2017-037-4438-7

Search logic used: Standard

Report: 2/7/2017 8:56:18 AM

Through date: 2/06/2017

Copies:

Certification:

The filing office certifies that the attached list (and copies, if any) is a true and exact representation of all financing statements and non-UCC liens for the name searched, as filed with the Department of Licensing, Uniform Commercial Code Program, as of the through date shown above. But a limited search may not reveal all records of the name searched and the searcher bears the risk of relying on such a search.



Pat Kohler
Pat Kohler, Director, Department of Licensing

1 of 1

Initial Financing Statement File Number: 2015-257-1533-6

Date and time filed: 9/14/2015 4:19:00 PM

Lapse date: 09/14/2020

(D) Eagle Harbor Holdings, L.L.C.
175 Parfitt Way SW
Bainbridge, WA 98110 USA

(S) Northwater Intellectual Property Fund L.P. 2
Suite 4700, BCE Place, Bay Wellington Tower, 181 Bay Street
Toronto, ON M5J 2T3 CAN

History:

Type of Record	Date & Time Filed	File#	#PGS
-----	-----	-----	----
Initial	9/14/2015 4:19:00 PM	2015-257-1533-6	1
Amendment	2/6/2017 4:10:00 PM	2017-037-4438-7	1

(Delete collateral)

Authorizing Party

Eagle Harbor Holdings, LLC

Washington State Department of Licensing
Uniform Commercial Code
Debtor Information Search Report

Search number: 2017-038-9167-8S

Name as provided:

Organization: Eagle Harbor Holdings, L.L.C. (Debtor)

Name searched:

Organization: EAGLEHARBORHOLDINGS

Lien type searched: All

Lien status searched: All

Search limited by: File Numbers Searched: 2015-257-1533-6

Search logic used: Standard

Report: 2/7/2017 9:30:27 AM

Through date: 2/06/2017

Copies:

Certification:

The filing office certifies that the attached list (and copies, if any) is a true and exact representation of all financing statements and non-UCC liens for the name searched, as filed with the Department of Licensing, Uniform Commercial Code Program, as of the through date shown above. But a limited search may not reveal all records of the name searched and the searcher bears the risk of relying on such a search.




Pat Kohler, Director, Department of Licensing

1 of 1

Initial Financing Statement File Number: 2015-257-1533-6

Date and time filed: 9/14/2015 4:19:00 PM

Lapse date: 09/14/2020

(D) Eagle Harbor Holdings, L.L.C.
175 Parfitt Way SW
Bainbridge, WA 98110 USA

(S) Northwater Intellectual Property Fund L.P. 2
Suite 4700, BCE Place, Bay Wellington Tower, 181 Bay Street
Toronto, ON M5J 2T3 CAN

History:

Type of Record	Date & Time Filed	File#	#PGS
Initial	9/14/2015 4:19:00 PM	2015-257-1533-6	1
Amendment	2/6/2017 4:10:00 PM	2017-037-4438-7	1
(Delete collateral)			

Authorizing Party

Eagle Harbor Holdings, LLC

Amendment	2/7/2017 9:08:00 AM	2017-038-4512-1	1
(Termination)			

Authorizing Party

Eagle Harbor Holdings, LLC

Northwater Intellectual Property Fund L.P.2 Improperly filed Security Interests:

Reel / Frame	Executed	Recorded	Properties
25437-746	11/17/2010	12/2/2010	10
37252-557	11/15/2010	12/9/2015	27
38762-729	11/15/2010	6/1/2016	16
40977-871	11/15/2010	1/16/2017	2

Patent #	App #	Inventor to be Made to		Inventor to be Made to		Inventor to be Made to		Inventor to be Made to	
		Reel/frame	Executed	Reel/frame	Executed	Reel/frame	Executed	Reel/frame	Executed
6,615,137	09/892,333	11942-990	6/21/2001					24823-275	3/1/2010
6,629,033	09/841,753	11740-692	4/20/2001					24823-275	3/1/2010
6,771,208	10/132,885	13130-43	5/1/2002					24823-275	3/1/2010
6,778,673	09/892,295	11941-568	6/21/2001					24823-275	3/1/2010
6,792,351	10/143,072	12892-462	5/10/2002					24823-275	3/1/2010
7,145,260	09/841,915	11749-868	4/20/2001					24823-275	3/1/2010
7,178,049	10/132,886	13116-945	5/1/2002					24823-275	3/1/2010
7,337,650	10/985,577	15675-984	11/5/2004					24823-275	3/1/2010
7,681,448	12/024,058	20792-950	7/11/2008					24823-275	3/1/2010
7,778,739	11/462,958	38379-569	4/20/2001					24823-275	3/1/2010
7,793,136	11/616,650					38379-593	5/1/2002	24823-275	3/1/2010
8,001,860	12/698,960								
8,006,117	12/858,994					38379-593	5/1/2002		
8,006,118	12/859,075					38379-593	5/1/2002		
8,006,119	12/859,103					38379-593	5/1/2002		
8,020,328	12/851,488					38379-593	5/1/2002		
8,027,268	12/258,234	38379-569	4/20/2001					24823-275	3/1/2010
8,045,729	12/258,215	38379-569	4/20/2001					24823-275	3/1/2010
8,155,057	12/880,773					38379-585	3/1/2010		
8,331,279	12/789,313	38379-569	4/20/2001					24823-275	3/1/2010
8,345,186	12/979,186					38379-585	3/1/2010		
8,364,335	13/188,959					38379-585	3/1/2010		
8,375,243	13/188,856					38379-593	5/1/2002		
8,380,383	13/447,793					38379-585	3/1/2010		
8,386,113	13/433,068					38379-585	3/1/2010		
8,417,480	12/777,608					25046-129	5/18/2010	24823-275	3/1/2010
8,583,282	12/775,991	38379-569	4/20/2001					24823-275	3/1/2010
8,630,196	12/880,706					38379-585	3/1/2010		
8,744,672	12/979,198	38379-569	4/20/2001					32908-924	3/1/2010
8,751,712	13/250,799					38379-585	3/1/2010		
8,762,610	13/267,794					38379-585	3/1/2010		
8,953,816	13/196,654	38379-569	4/20/2001					33243-340	3/1/2010
8,958,315	12/483,214	38379-569	4/20/2001					24823-275	3/1/2010
8,978,439	13/010,675								
9,292,037	14/257,873					32991-565	5/29/2014		
9,292,334	14/255,435	38379-569	4/20/2001					33162-380	3/1/2010
9,293,928	13/868,843					32544-756	4/17/2013		
9,336,043	13/246,405					35600-241	5/7/2015		
9,348,637	13/430,368					38379-585	3/1/2010		
9,359,924	12/776,137					24877-551	6/17/2010		
	09/841,755	11739-814	4/19/2001						
	09/892,293	11941-568	6/21/2001						
	10/143,074	12892-465	5/10/2002						
	13/253,284					38174-888	4/20/2001		
	13/427,742					38174-888	4/20/2001		
	13/429,144					38174-888	4/20/2001		
	13/431,835					38174-888	4/20/2001		
	13/687,417								
	13/713,425					38379-593	5/1/2002		
	14/617,815					25046-129	6/17/2010		
	14/981,616					35189-719	2/13/2015		
	14/994,326					38379-585	3/1/2010		
	15/041,785					32544-756	4/22/2013		
	15/131,769					32991-565	5/29/2014		
	15/140,950								

PATENT

RECORDED: 02/07/2017

REEL: 041651 FRAME: 0909