

05-29-2001

FORM PTO-1594

(Rev 5-93)

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents

Documents or copy thereof.

101700365

1. Name of conveying party(ies):

NVST.COM, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

Other:

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

3. Nature of Conveyance:

Assignment

Security Agreement

Other

Merger

Change of Name

Execution Date: April 19, 2000

2. Name and address of receiving party(ies):

Name: TIMBERLINE VENTURE PARTNERS, L.P.

Address: 8000 NE PARKWAY DRIVE, SUITE 300

City: VANCOUVER State: WA Zip: 98662

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: DELAWARE

Corporation - State:

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

78/021,938

75/905,022

78/010,801

75/820,812

B. Trademark Registration No.(s)

2,263,845

2,032,222

Additional numbers attached? Yes No

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

Name:

Erin O'Brien

Internal Address:

GRAY CARY WARE & FREIDENRICH

400 Hamilton Avenue

Palo Alto, California 94301

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien

Name of Person Signing

Signature

October 10, 2000

Date

Total number of pages comprising cover sheet: [12]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

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02 FC:482

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**SECURITY AGREEMENT
(NVST.COM, INC.)**

THIS SECURITY AGREEMENT (the "Agreement") is dated as of April 19, 2000, between NVST.com, Inc., a Washington corporation ("Debtor"), and Timberline Venture Partners, L.P., a Delaware limited partnership ("Secured Party").

RECITALS

A. **Note.** Debtor and Secured Party are concurrently herewith entering into that certain convertible secured promissory note (the "Note"), dated as of April 19, 2000, pursuant to which Secured Party has agreed to make a \$500,000.00 loan to Debtor, all on the terms and subject to the provisions more particularly set forth in the Note.

B. **This Agreement.** It is a condition precedent to Secured Party's obligations under the Note that Debtor enter into this Agreement for the purpose of securing Debtor's representations, warranties, covenants and other obligations under (i) the Note, (ii) any future Notes entered into between Secured Party and Debtor and (iii) this Agreement, as each of such agreements may be amended from time to time (including the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. 362(a) or the operation of any other provision of law of any jurisdiction which would otherwise cause a stay of payment of such amounts) (collectively, the "Obligations").

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and legal sufficiency of which Debtor hereby acknowledges, Debtor hereby agrees with Secured Party for its benefit as follows:

AGREEMENT

Section 1. **Grant of Security Interest.** As security for the full performance, whether direct or indirect, absolute or contingent, or now or hereafter due or arising, of all the Obligations, Debtor hereby mortgages, assigns, transfers, sets over, conveys, grants and delivers to Secured Party and grants to Secured Party a security interest, copyright mortgage and lien in and to all of Debtor's right, title and interest in and to the collateral described in Exhibit A hereto, whether now in existence or hereafter created, and whether now owned or hereafter acquired (the "Collateral") (such security interest, copyright mortgage and lien is referred to herein as the "Security Interest").

Section 2. **Covenants, Representations and Warranties of Debtor.** Debtor covenants with, and represents and warrants to, Secured Party as follows:

(a) Debtor is a corporation duly incorporated and validly existing and in good standing under the laws of the State of Delaware.

(b) Debtor has full power, authority and legal right, and all requisite governmental licenses, permits and franchises to own the Collateral and to grant a security interest in all the Collateral.

(c) The execution and delivery of this Agreement by Debtor, and the grant of the security interest granted hereby, have been duly authorized by all necessary corporate action; and this Agreement has been validly executed and delivered by Debtor and is a legal, valid and binding obligation of Debtor enforceable in accordance with its terms.

(d) Debtor has not granted, and Debtor shall not grant, any security interest, copyright mortgage, lien or pledge in or to any of the Collateral to any other Person whatsoever the effect of which would be to supersede, cause to be subordinated, take priority over, or participate on an even priority with, the Security Interest, excepting only such security interests, if any, as are identified in Exhibit B hereto ("Permitted Liens").

(e) The provisions of this Agreement are effective to grant to Secured Party a valid and perfected first priority security interest in the Collateral, subject only to the Permitted Liens, enforceable against Debtor in all of Debtor's right, title and interest in and to the Collateral, and all filings and other actions necessary or desirable to perfect and protect such security interest have been made or taken or are being made or taken concurrently herewith.

(f) Debtor shall promptly give written notice to Secured Party (and, upon request, furnish a copy to Secured Party) of any legal notice received or sent by it in connection with the Collateral or any agreement relating thereto and all litigation, proceedings, controversies or claims affecting or threatened against the Collateral or any of the rights of Debtor with respect thereto. Debtor shall, at its own expense, appear and defend any and all actions and proceedings affecting the Collateral, or otherwise affecting the security interest granted pursuant to this Agreement and shall obtain and furnish to Secured Party from time to time, upon demand, such releases and subordinations of claims and liens which may be required to maintain the priority of Secured Party's rights and liens hereunder.

(g) Debtor shall execute, acknowledge and deliver to Secured Party concurrently with the execution of this Agreement, and at such time or times thereafter as Secured Party may in its reasonable discretion under the circumstances require, all such notices, mortgages, mortgages and assignments of copyright, trademarks, recordation forms for filing in the U.S. Patent and Trademark Office, financing statements, continuation statements, security agreements, assignments, transfers, and other documents and instruments as Secured Party shall require to further evidence, perfect, effect, protect and/or enforce any or all of Secured Party's Liens and rights as a secured party. Debtor hereby irrevocably appoints and authorizes Secured Party, as Debtor's attorney-in-fact (Debtor hereby acknowledging that such appointment is coupled with an interest) to take all steps in Secured Party's name and/or in the name of Debtor but for Secured Party's use and benefit, as may be reasonably required under the circumstances for the purpose of further evidencing, perfecting, effecting, protecting and/or enforcing any or all of Secured Party's Liens and rights as a secured party, in the event that Debtor fails to take any such steps within five business days of any written request by Secured Party to do so.

(h) Debtor shall immediately notify Secured Party in writing of any change in the place or places of business of Debtor or the discontinuance of any such place or places of business or any change in the location of the books and records of Debtor.

(i) Debtor shall not change its name or conduct its business under a name other than its present name unless it (i) gives Secured Party notice of its intent to change its name or

conduct its business under another name at least ten days before it does so, and (ii) shall have simultaneously delivered to Secured Party all such new, appropriate and executed Uniform Commercial Code financing statements and other documents and instruments as Secured Party shall request in order for Secured Party to continue the perfection and relative priority of the security interests granted hereunder.

(j) Debtor shall maintain at all times true, full and complete books and records showing the financial transactions of Debtor and any other person or entity acting on Debtor's behalf with respect to the Collateral. Debtor shall, without regard to whether any Event of Default (as defined herein) shall have occurred, at all times allow Secured Party and its agents, employees, counsel, accountants and auditors full, free and unrestricted access (prior to the occurrence of an Event of Default, for the purpose of inspection only) to all of (including the full, free and unrestricted right to make copies of any or all of) the following with respect to the Collateral: Debtor's books, records, facilities, premises and all other assets (whether in possession of Debtor or any other Person), and Debtor shall take all such actions as Secured Party shall in its reasonable discretion require to facilitate such access and/or making of copies.

(k) Debtor shall furnish to Secured Party, in form satisfactory to Secured Party, all such information in connection with the Collateral as Secured Party may reasonably request, including, without limitation, all books, records, contracts, statements and all other data of every kind relating to the Collateral.

(l) Debtor shall give Secured Party prompt written notice of all Events of Default under any of the terms or provisions of this Agreement.

(m) Debtor shall pay all taxes, assessments and other charges of every kind and nature which may be levied or assessed against the Collateral.

(n) Debtor shall not amend, alter or modify, or consent to or permit the amendment, alteration or modification of, any agreement referred to herein or covered by the Security Interest in any manner, or, other than the Permitted Liens, enter into any other agreement that would adversely affect or lessen any of the rights granted to Secured Party under this Agreement, or under the instruments, documents or agreements executed by Debtor in connection herewith.

Section 3. Collections, Etc. If Debtor fails to make any payment or to take any action that is an Obligation secured hereunder, or fails to make any other payment or take any other action reasonably required under the circumstances to preserve the priority and value of Secured Party's rights under this Agreement, then Secured Party may (but shall not be obligated to) make such payments and take all such actions as Secured Party in its reasonable discretion under the circumstances deems necessary to protect its security interest in the Collateral, and Secured Party is hereby authorized (without limiting the general nature of the authority hereinabove conferred), if Debtor has so failed to make payment or take action within three business days (or such lesser time as Secured Party deems necessary under the circumstances) after Secured Party gives Debtor notice that such payment or action is required and has not been made or taken, to pay, purchase, contest or compromise any security interest or lien which in Secured Party's reasonable discretion under the circumstances appears to be prior or superior to, or of equal priority with, the Security Interest, or to pay, purchase, contest or compromise any security interest or lien which in Secured Party's

reasonable discretion under the circumstances appears to give its holder, or any other Person, any right the exercise of which could adversely affect the priority and/or value of the rights of Secured Party under this Agreement.

Section 4. Duty To Hold In Trust. Upon the occurrence of any Event of Default, Debtor shall, subject to the rights, if any, of the holders of Permitted Liens, upon receipt by it of any revenue, income or other sums in which a security interest is granted to Secured Party under this Agreement, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the same in trust for Secured Party, in precisely the form received, and shall forthwith endorse, transfer and deliver any such sums or instruments, or both, to Secured Party for application to the satisfaction of the Obligations.

Section 5. Events of Default. As used herein, the term "Event of Default" shall mean the occurrence of any of the following events:

(a) Debtor shall fail to fully pay, satisfy, perform or comply with any Obligation in a due and timely manner, or any representation or warranty constituting an Obligation shall be untrue when made or deemed made.

(b) Debtor shall terminate, disaffirm, reject or repudiate, or attempt to terminate, disaffirm, reject or repudiate, the Note Agreement, this Agreement or its obligations under any of such agreements.

(c) The event that (i) Debtor is the subject of an order for relief or any other order under any bankruptcy, reorganization, receivership, liquidation, insolvency, compromise, arrangement or moratorium statute, law or regulation, whether now in force or hereafter enacted, or (ii) any action of any nature whatsoever (whether voluntary or involuntary) is taken for Debtor's relief under any bankruptcy, reorganization, receivership, liquidation, insolvency, compromise, arrangement or moratorium statute, law or regulation, whether now in force or hereafter enacted (which if involuntary is not dismissed within 60 calendar days), (iii) any assignment is made for the benefit of Debtor's creditors, (iv) any petition (whether voluntary or involuntary) is made or filed for the appointment of a receiver, liquidator, trustee or custodian for any of Debtor's assets (which if involuntary is not dismissed within 60 calendar days), or if any receiver, liquidator, trustee or custodian for any of Debtor's assets is appointed, and such petition or such receiver, liquidator, trustee or custodian is not withdrawn or discharged within 60 calendar days from the date of filing, making or appointment, (v) the Collateral or any portion thereof in which Debtor has any interest is attached or levied upon and such attachment or levy is not released within 60 calendar days thereafter, (vi) Debtor becomes unable to pay its debts as they become due, or (vii) Debtor is dissolved or its business is substantially terminated for any reason whatsoever.

(d) Any of Debtor's representations and warranties set forth in this Agreement shall prove to have been false when made, or Debtor shall fail to timely, fully and completely perform and comply with each of Debtor's covenants made under this Agreement.

Section 6. Remedies Upon Default. Upon the occurrence of any Event of Default, Secured Party shall, subject to the rights, if any, of the holders of Permitted Liens, have all of the rights and remedies of a secured party under the Uniform Commercial Code of the State of

California, and all other rights and remedies under all other applicable laws and, without limiting the generality of the foregoing, Secured Party may in its sole discretion:

(a) Enter upon the premises where any of the Collateral may be, and take possession of the Collateral, and may demand and receive such possession from any person who has possession thereof, and Secured Party may take such measures as it may deem reasonably necessary or proper for the care or protection thereof, including the right to remove, keep and/or store all or any portion of the Collateral or put a custodian in charge thereof; and/or

(b) With or without taking possession, sell or cause to be sold, at any time, and from time to time, as Secured Party may determine, any of the Collateral in its entirety or in parcels, either at public or private sale, at such price and on such terms as Secured Party may reasonably deem best. Secured Party may be the purchaser of any or all of the Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price of any Collateral payable by Secured Party at such sale. Debtor shall not have any right of redemption subsequent to any such sale, and Debtor hereby expressly waives any such right. Secured Party shall apply the proceeds of any such sale or sales first to the expenses incident thereto, including reasonable attorneys' fees, and next to the full and complete satisfaction of all of the Obligations. Any purchaser at any such sale or sales (including without limitation Secured Party) shall thereafter hold any of the Collateral so purchased absolutely free from any claim or right of any nature whatsoever by any other person or entity (including, without limitation, Debtor), except for the claims and rights, if any, of the holders of Permitted Liens that have priority over the lien of this Agreement (and then only to the extent of such priority and only to the extent of that Collateral to which such priority applies); and/or

(c) Institute any proceeding at law, in equity, or otherwise for the foreclosure of the Collateral or any part thereof. To the extent permitted by law, any sale thereof shall be held in the same manner, with the same effect and subject to the same terms and conditions as specified in paragraph (b) above. Secured Party may, in its sole discretion, from time to time, at any time and in any order, choose to institute a proceeding for foreclosure on some portion of the Collateral and a sale under paragraph (b) on other portions of the Collateral, without being deemed to have made an election of remedies or to have waived any other rights or remedies, and without in any other way limiting any remedies or rights which it may otherwise have; and/or

(d) In its name or in the name of Debtor, or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for or make any compromise or settlement deemed desirable with respect to, any of the Collateral, but shall be under no obligation to do so, and Secured Party may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, Debtor; and/or

(e) Petition any court for the appointment of a receiver for any part of or all of the Collateral, for the purpose of preserving, protecting and retaining the Collateral and the value of the Collateral, and for the purpose of facilitating Secured Party's exercise of any other of Secured Party's rights and remedies under this Agreement, the Uniform Commercial Code of the State of California and/or any other applicable law.

Section 7. Security Interest Remains in Full Force and Effect. All rights of Secured Party and the security interest and copyright mortgage hereunder, and all obligations of Debtor hereunder, shall be and remain in full force and effect irrespective of any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations or any obligation the failure of performance of which is an Event of Default hereunder, or any other amendment or waiver of or any consent to any departure from the Distribution Agreement.

Section 8. No Extinguishment, Release, Mitigation, Diminishment or Reduction of any Claim. Neither Secured Party's acceptance of this Agreement and the security interests granted hereunder, nor any exercise by Secured Party of any of its rights hereunder, shall extinguish, release, mitigate, diminish or reduce in any manner whatsoever any claim, cause of action or other right or remedy Secured Party has, claims, or may at the date hereof or hereafter have or claim, against Debtor or any other person, whether arising out of the Distribution Agreement, or any alleged breach of the Note Agreement, or otherwise.

Section 9. Duties of Secured Party. The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Provided that Secured Party complies with its obligations, if any, of California Commercial Code section 9207, Secured Party shall not otherwise be liable or responsible in any way or manner for (a) the safekeeping of the Collateral; (b) any loss or damage thereto occurring or arising in any manner or fashion or from any cause; (c) any diminution in the value thereof; or (d) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other person whomsoever.

Section 10. Indemnification. Debtor shall, at all times, defend and indemnify and hold Secured Party harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, settlements, judgments or recoveries resulting from any breach of the Obligations, and from any suit or proceeding of any kind or nature whatsoever against Secured Party arising from or connected with the transactions contemplated by this Agreement or any of the documents, instruments or agreements to be executed pursuant hereto or any of the rights and properties assigned to Secured Party hereunder.

Section 11. Interest; Damages; Expenses. Debtor shall pay to Secured Party (a) interest, computed at an interest rate equal to the lesser of 10% per annum or the maximum rate permitted by law, as the same may vary from time to time, on all amounts of damages incurred by Secured Party arising out of any Event of Default hereunder; (b) the amounts of all damages incurred by Secured Party arising out of the breach of any covenant hereunder or the failure of any representation or warranty hereunder; and (c) all fees, costs and expenses of any nature whatsoever, including reasonable attorneys' fees, of or arising out of the enforcement of any provisions of this Agreement after the occurrence of an Event of Default hereunder; and the due and timely payment of all such interest, damages, fees, costs and expenses shall be an Obligation secured hereunder.

Section 12. No Delay. No delay on the part of Secured Party in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right.

Section 13. Continuing Assignment and Security Interest; Termination; Release.

This Agreement shall create a continuing assignment of and security interest in the Collateral and shall remain in full force and effect until indefeasible payment or other performance in full of each and all of the Obligations (the "Termination Date"). Upon the occurrence of the Termination Date, the security interest and copyright mortgage in the Collateral created under this Agreement (and this Agreement in its entirety) shall automatically terminate, whereupon Secured Party shall promptly execute such documents and instruments as Debtor shall reasonably require to evidence such termination.

Section 14. General.

(a) **Consent to Jurisdiction.** Any legal action, suit or proceeding against Debtor or Secured Party arising out of or relating to this Agreement may be initiated in a state or federal court located in the County of Los Angeles, State of California and, by execution and delivery of this Agreement, each of Debtor and Secured Party accepts the nonexclusive jurisdiction of the aforementioned courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement; provided, however, that nothing contained herein shall prevent either party hereto from bringing any judicial proceeding arising out of or relating to this Agreement in any court of competent jurisdiction.

(b) **Notices.** All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, or by facsimile transmission with confirmation of receipt, or by overnight courier:

(i) If to Secured Party, to:

Timberline Venture Partners, L.P.
8000 NE Parkway Drive, Suite 300
Vancouver, WA 98662
Attention: William R. Kallman
Fax No.: (360) 882-9590

(ii) If to Debtor, to:

NVST.com, Inc.
777 108th Avenue NE, Suite 1750
Bellevue, WA 98004
Attention: Lori King
Fax No.: (425) 688-8098

or such other addresses as the parties may have furnished to each other pursuant to the provisions of this Subsection (b). Any such notice, demand or other communication shall be deemed to have been given on the earlier of (x) the date actually delivered to the address to which it is directed or (y) the date sent (if sent by facsimile).

(c) **Remedies Cumulative.** No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise. The

election of any one or more of such remedies by Secured Party shall not constitute a waiver by Secured Party of the right to pursue any other available remedies.

(d) **Transferees, Successors and Assigns.** All terms and provisions of this Agreement shall be binding upon Debtor and its successors in interest and inure to the benefit of Secured Party and the permitted transferees, successors and assigns of Secured Party.

(e) **Terms.** "Contract" shall mean any agreement, contract, understanding, commitment and/or arrangement (whether written or oral), including, without limitation, licenses and guarantee. "Liens" shall mean all liens, charges, encumbrances, mortgages, options (and/or other similar rights to purchase or acquire), security interests, pledges, equities, adverse claims and restrictions of every kind and character (whether created voluntarily, involuntarily, by operation of law or otherwise). "Person" shall mean any individual, corporation, trust, estate, partnership, joint venture, company, association, league, group, government bureau, agency or subdivision thereof or other entity of whatsoever kind or nature (incorporated or unincorporated). Unless otherwise defined herein, terms used in Division 9 of the Uniform Commercial Code of the State of California are used herein as therein defined.

(f) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding (to the fullest extent a California court would permit) any rule of law that would cause application of the laws of any jurisdiction other than the State of California.

(g) **Counterparts.** This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

(h) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to make such provision valid and enforceable under applicable law, but if any provision thereof shall be or become prohibited or invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without thereby invalidating the remainder of such provision or of any of the remaining provisions thereof.

(i) **Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

(j) **No Waiver.** No breach of any provision of this Agreement may be waived unless in writing and the waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision thereof.

(k) **Amendment.** This Agreement may be amended only by a written agreement executed by all of the parties thereto.

(l) **Further Assurances.** Each party to this Agreement shall from time to time at the request of any other party thereto execute, acknowledge and deliver such Contracts, documents, instruments and other writings, and otherwise do all such acts and things, as the other party may reasonably require to evidence, maintain, effectuate, record, perfect or defend any and all options, rights powers, privileges, preferences and/or remedies of such party thereunder.

(m) **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural as the identity of the Person may require.

(n) **Benefit of Agreement.** This Agreement is entered into for the express benefit of the parties thereto, their successors and permitted assigns and, except as otherwise expressly set forth in this Agreement, is not intended, and shall not be deemed, to create in any other Person any rights or interest whatsoever, including, without limitation, any right to enforce the terms hereof.

(o) **Payments.** All amounts payable under this Agreement shall be paid in U.S. dollars.

(p) **Entire Agreement.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof, unless expressly referred to by reference herein or executed concurrently herewith.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NVSI.COM, INC.

By: *Yoon Kang*
Its: CEO

ACCEPTED AND AGREED TO:

TIMBERLINE VENTURE PARTNERS, L.P.

By: *Will R. K.*
Its: Manager

**EXHIBIT A
COLLATERAL**

All of the following:

(a) general intangibles, including without limitation all software, computer source codes and other computer programs (and any parts thereof or any underlying or component elements thereof), and all of the Debtor's statutory and common-law rights, domestic and foreign, now existing or hereafter arising and all renewals and extensions of any such rights and the right of the Secured Party to sue in its own name and/or the name of the Debtor for past and future infringements of copyright;

(b) (i) all patents and patent applications filed in the U.S. Patent and Trademark Office or any similar office of any foreign jurisdictions and all continuations, continuations in part and any divisionals thereof, (ii) all licenses pertaining to any patent, software, computer source code or other computer programs, (iii) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, and (iii) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(c) accounts;

(d) chattel paper;

(e) all tangible personal property and physical properties of every kind or nature whatsoever;

(f) instruments;

(g) documents;

(h) all insurance and insurance policies heretofore or hereafter placed upon the Collateral;

(i) goods;

(j) money;

(k) all products and proceeds of any kind or character of any and all of the foregoing.

**EXHIBIT B
SCHEDULE OF LIENS**

Microsoft 112, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000
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