

03-13-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings => =>

REC



DEPARTMENT OF COMMERCE S. Patent and Trademark Office

102388895

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Myrio Corporation 3-11-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Alexander Hutton Venture Partners, L.P.
Internal Address:
Street Address: 999 Third Avenue, Suite 3700
City: Seattle State: Washington Zip: 98104
Individual(s) citizenship
Association
General Partnership
Limited Partnership Washington
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 02/21/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,616,702 2,660,155
2,660,154
Additional number(s) attached Yes No

6. Total number of applications and registrations involved 3
7. Total fee (37 CFR 3.41) \$90.00
Enclosed
Authorized to be charged to deposit amount

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Perkins Coie LLP, Attn: Brent D. Sanders
Internal Address: Suite 4800
Street Address: 1201 Third Avenue
City: Seattle State: Washington Zip: 98101

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
Brent D. Sanders
Name of Person Signing Signature Date Feb. 27, 2003

03/12/2003 DBYRNE 00000029 2616702

Total number of pages including cover sheet, attachments, and documents: 10

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**FIRST AMENDMENT  
TO  
SECURITY AGREEMENT**

This First Amendment to Security Agreement (the "First Amendment") is made and entered into as of this 21 day of February, 2003, by and among Myrio Corporation, a Delaware corporation ("Borrower"), the persons or entities other than the Borrower listed on the signature page to this First Amendment (the "Investors") and Alexander Hutton Venture Partners, L.P., as collateral agent for the Investors (in such capacity, "Agent").

**RECITALS:**

A. The Borrower, Agent and the Investors are parties to that certain Security Agreement dated as of April 10, 2002 (the "Original Agreement"), pursuant to which Borrower granted to Agent a security interest in all its assets as security for certain Convertible Promissory Notes (the "Prior Notes") issued in exchange for making certain loans to Borrower pursuant to a Note and Warrant Purchase Agreement, dated as of April 10, 2002, as amended (the "Prior Purchase Agreement").

B. Concurrently with the execution hereof, the Investors and Borrower entered into a Note and Warrant Purchase Agreement (the "New Purchase Agreement"), pursuant to which the Investors agreed to receive certain Convertible Promissory Notes (the "New Notes") and Warrants in exchange for making certain loans to Borrower (the "New Loans").

C. The Borrower has requested and the Investors have agreed to convert the Prior Notes into shares of the Borrower's Series C Preferred Stock following the issuance of the New Notes.

D. The Borrower, the Agent and the Investors desire to amend the Original Agreement to clarify that the promissory notes and liabilities of Borrower now or hereafter existing or arising under the New Loans shall constitute Secured Obligations under the Original Agreement.

E. The Company and the Investors desire to amend Schedules II, III and IV of the Original Agreement to add additional Patents, Copyrights and Trademarks.

F. Capitalized terms not separately defined herein have the meanings assigned to those terms in the Original Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises and covenants set forth, the parties hereby agree as follows:

1. As of the date of this Agreement, all references to "Notes" in the Original Agreement shall include both the New Notes and the Prior Notes. Upon conversion of the Prior Notes into Series C Preferred Stock, all references to "Notes" in the Original Agreement shall refer to the New Notes.
2. As of the date of this Agreement, all references to "Purchase Agreement" in the Original Agreement shall include both the Prior Purchase Agreement and the New Purchase Agreement. Upon conversion of the Prior Notes into Series C Preferred Stock, all references to "Purchase Agreement" shall refer to the New Purchase Agreement.
3. The Parties agree that notwithstanding anything in the Original Agreement to the contrary, the security interest provided in the Original Agreement shall not terminate upon conversion of the Prior Notes into equity securities of the Borrower, but shall instead remain in full force and effect as security for the New Notes.
4. Schedule II is hereby amended by adding the Copyrights listed on the Addendum to Schedule II attached hereto.
5. Schedule III is hereby amended by adding the Patents listed on the Addendum to Schedule III attached hereto.
6. Schedule IV is hereby amended by adding the Trademarks listed on the Addendum to Schedule IV attached hereto.
7. The Company hereby represents that as of the date of this Agreement, all Copyrights, Patents and Trademarks owned by the Company are listed on Schedules II, III, and IV, as amended hereby, respectively.
8. Except as set forth herein, there are no additional modifications to the terms of the Original Agreement.
9. This First Amendment may be executed in two or more counterparts and may be exchanged by facsimile.

IN WITNESS WHEREOF, Borrower, Investors and Agent have executed this First Amendment to Security Agreement as of the day and year first above written.

MYRIO CORPORATION

By Christopher B. Coles  
Title President & Chief Executive Officer

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners,  
L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By \_\_\_\_\_  
Title \_\_\_\_\_

THE INVESTORS

Ridgewood Myrio, LLC

By Ridgewood Venture Management Corporation,  
its Manager

By \_\_\_\_\_  
Title \_\_\_\_\_

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Borrower, Investors and Agent have executed this First Amendment to Security Agreement as of the day and year first above written.

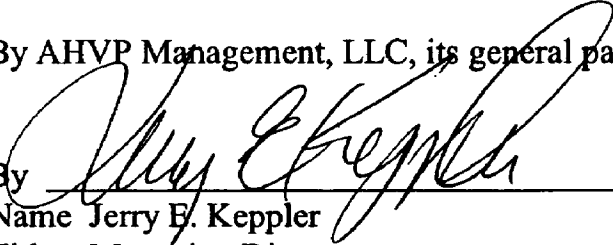
MYRIO CORPORATION

By \_\_\_\_\_  
Title \_\_\_\_\_

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners,  
L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By   
Name Jerry E. Keppler  
Title Managing Director

THE INVESTORS

Ridgewood Myrio, LLC

By Ridgewood Venture Management Corporation,  
its Manager

By \_\_\_\_\_  
Title \_\_\_\_\_

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By   
Name Jerry E. Keppler  
Title Managing Director

IN WITNESS WHEREOF, Borrower, Investors and Agent have executed this First Amendment to Security Agreement as of the day and year first above written.

MYRIO CORPORATION

By \_\_\_\_\_  
Title \_\_\_\_\_

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners,  
L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By \_\_\_\_\_  
Title \_\_\_\_\_

THE INVESTORS

Ridgewood Myrio, LLC

By Ridgewood Venture Management Corporation,  
its Manager

By Lamar H. Meier  
Title CFO

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By \_\_\_\_\_  
Title \_\_\_\_\_

NeoCarta Ventures, L.P.

By NeoCarta Associates, LLC, its general partner

By Margaret M. Jackson  
Title Managing Director

NeoCarta Scout Fund, L.L.C.

By NeoCarta Associates, LLC, its Manager

By Margaret M. Jackson  
Title Managing Director

Ridgewood Capital Management, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

NeoCarta Ventures, L.P.

By NeoCarta Associates, LLC, its general partner

By \_\_\_\_\_  
Title \_\_\_\_\_

NeoCarta Scout Fund, L.L.C.

By NeoCarta Associates, LLC, its Manager

By \_\_\_\_\_  
Title \_\_\_\_\_

Ridgewood Capital Management, LLC

By Wanda L. Majeck  
Title CFO



**ADDENDUM TO SCHEDULE IV  
TRADEMARKS**

**Registered Trademarks**

<b>Country</b>	<b>Mark Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
Australia	DESIGN (INTERSECTING RINGS)	865359	02/08/2001
Australia	MYRIO	860708	12/15/2000
Japan	DESIGN (INTERSECTING RINGS)	4597546	08/23/2002
Japan	MYRIO	4597540	08/23/2002
Norway	DESIGN (INTERSECTING RINGS)	216067	10/24/2002
Norway	MYRIO	216066	10/24/2002
South Korea	DESIGN (INTERSECTING RINGS)	40-533922	10/31/2002
United States	DESIGN (INTERSECTING RINGS)	2,616,702	09/10/2002
United States	MYRIO	2,660,154	10/15/2002
United States	MYRIO	2,660,155	10/11/2002

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**RECORDATION FORM COVER SHEET  
CONTINUING INFORMATION**

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

NeoCarta Ventures, L.P., a Delaware limited partnership  
230 Park Avenue, Suite 1000  
New York, New York 10169

NeoCarta Scout Fund, L.L.C., a Delaware limited liability company  
230 Park Avenue, Suite 1000  
New York, New York 10169

Ridgewood Myrio, LLC, a Delaware limited liability company  
947 Linwood Ave.  
Ridgewood, NJ 07450

Ridgewood Capital Management, LLC, a Delaware limited liability  
company  
947 Linwood Ave.  
Ridgewood, NJ 07450