



5-17-01
Tab settings

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

1. Name of conveying party(ies):

VIA, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other MINNESOTA
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: NOVEMBER 20, 2000

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

Name: FLV FUND C.V.A.

Internal Address: _____

Street Address: FLANDERS LANGUAGE VALLEY, 63.

City: B-8900 IEPER State: BELGIUM ZIP: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State BELGIUM
- 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 registration number(s):

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

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

Name: JOHN F. GOLEMBESKY, ESQ.

Internal Address: _____

SHEPPARD, MULLIN, RICHTER &

HAMPTON, LLP

Street Address: 501 WEST BROADWAY

19TH FLOOR

City: SAN DIEGO State: CA ZIP: 92101

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41): _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

RECEIVED
MAY 21 11:37 AM '01
ASSIGNMENT SERVICES
DIVISION

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.

JOHN F. GOLEMBESKY
Name of Person Signing

Signature

MAY 7, 2001
Date

Total number of pages comprising cover sheet: _____

2

Do not detach this portion

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

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Conveying party: VIA, INC.

Continuation to
Recordation Form Cover Sheet Trademarks

Item 4. Application numbers or trademark registration numbers (continued):

A. Trademark Application Numbers:

75/520,655

B. Trademark registration Numbers:

2,107,575

2,079,649

2,357,415

Designation of Domestic Representative

Philippe Vereruyssen, whose postal address is FLV Management USA, Inc., 23551 Camino Hermoso, Los Altos Hills, CA 94024 is hereby designated the receiving party's domestic representative upon whom notice or process in proceedings affecting the conveyed marks may be served.

Date: May 8, 2001

FLV Fund C.V.A.

By: 

Name:

Philip VERMEULEN
MANAGING DIRECTOR FLY FUND C.V.A.

Its:

SECURITY AGREEMENT

This Security Agreement is made and entered into this 20th day of November, 2000, by and between ViA, Inc., a Minnesota corporation ("Debtor"), and FLV Fund C.V.A. (the "Secured Party").

RECITALS

WHEREAS, Debtor has executed and delivered a certain Convertible Promissory Note dated of even date herewith (the "Investor Note"), in the original aggregate principal amount of \$2,000,000 and payable to the order of the Secured Party pursuant to that certain Convertible Promissory Note and Warrant Purchase Agreement by and between Debtor and the Secured Party dated as of the date hereof (the "Purchase Agreement").

WHEREAS, in connection with the Investor Note, Debtor desires to grant a security interest in certain collateral to the Secured Party as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Creation of Security Interest. Debtor hereby grants to the Secured Party a security interest (second to the security interest held in favor of Community National Bank in Northfield, Minnesota; security interests have also been granted to L & H Investment Company, N.V., John O. Hanson and IntraNet Solutions, Inc., but to the knowledge of the Company they have not perfected their security interests in Minnesota) in all of Debtor's right, title and interest in and to the collateral described in Section 2 herein below (the "Collateral") in order to secure the payment and performance of the obligations of Debtor to the Secured Party described in Section 3 below.

2. Collateral. The Collateral under this Security Agreement is:

2.1 All of the Debtor's patents, patent applications, trademarks, trademark applications, technical knowledge and processes, copyrights, copyright applications and other trade secrets, and all embodiments thereof and all licenses pertaining thereto, including without limitation, all of the above listed in Exhibit A hereto; and

2.2 The Collateral includes all items described in this Section 2, whether now owned or hereafter at any time acquired by Debtor and wherever located, and includes all replacements, additions, accessions, substitutions, repairs, proceeds and products relating thereto or therefrom, and all documents, ledger sheets and files of Debtor relating thereto. Proceeds hereunder include (i) whatever is now or hereafter received by Debtor upon the sale, exchange, collection or other disposition of any item of Collateral, whether such proceeds constitute accounts, accounts receivable, general intangibles, instruments, securities, credits, documents, letters of credit, chattel paper, leases, deposit accounts, money, contract rights,

goods or equipment; (ii) any such items which are now or hereafter acquired by Debtor with any proceeds of the Collateral hereunder; and (iii) any insurance now or hereafter payable by reason of loss or damage to any item of the Collateral or any proceeds thereof.

3. Secured Obligations of Debtor. The Collateral secures and shall hereafter secure the payment of all principal, interest and other obligations of Debtor to the Secured Party under the Investor Note.

4. Covenants of Debtor. Debtor covenants that Debtor shall, promptly upon reasonable request by the Secured Party, procure or execute and deliver any document, give any notices, execute and file any financing statements, mortgages or other documents, all in form and substance satisfactory to the Secured Party and take any other reasonable actions to perfect or continue the perfection and priority of the Secured Party' security interest in the Collateral, to protect the Collateral against the rights, claims, or interests of third persons or to effect the purposes of this Security Agreement, and shall pay all costs incurred in connection therewith.

5. Defaults and Remedies.

5.1 The occurrence of any one or more of the following events or conditions shall constitute default under this Security Agreement:

(a) The failure by Debtor to pay any amount when due in connection with the Investor Note that remains unpaid after ten (10) days' written notice thereof.

(b) The material breach of any covenant, agreement or representation set forth in this Security Agreement, the Purchase Agreement or the Investor Note that remains uncured after thirty (30) days' written notice thereof.

(c) Debtor commences any bankruptcy, reorganization or insolvency proceeding, under any federal, state or other law for the relief of debtors;

(d) Debtor fails to obtain the dismissal, within thirty (30) days after the commencement thereof, of any bankruptcy, reorganization or insolvency proceeding, or other proceeding under any law for the relief of debtors, instituted against it by one or more third parties.

5.2 Upon the occurrence of a default hereunder, the Secured Party may, at its option, without notice to or demand upon Debtor, do any one or more of the following:

(a) Exercise any or all of the rights and remedies provided for by the applicable Uniform Commercial Code; and

(b) Require Debtor to assemble the Collateral or any part thereof and make it available at one or more places as the Secured Party may designate, and to deliver possession of the Collateral or any part thereof to the Secured Party, who shall have full right

to enter upon any or all of Debtor's premises and property to exercise the Secured Party's rights hereunder.

6. Miscellaneous Provisions.

6.1 Notices. Notices, requests and other communications hereunder shall be in writing and may be delivered personally or sent by facsimile or United States mail to the parties addressed as set forth on the signature pages hereto. Such notices, requests and other communications sent as provided hereinabove shall be effective when received by the addressee thereof, but if sent by registered or certified mail, postage prepaid, shall be effective exactly three (3) business days after being deposited in the United States mail. The parties hereto may change their addresses by giving notice thereof to the other parties hereto in conformity with this section.

6.2 Headings. The various headings in this Security Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provision hereof.

6.3 Governing Law. This Security Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Minnesota as applied to contracts between Minnesota residents entered into in and to be performed wholly within Minnesota.

6.4 Amendments. This Security Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by Debtor and the Secured Party.

6.5 Binding Agreement. All rights of the Secured Party hereunder shall inure to the benefit of its respective successors and assigns. The Secured Party shall be entitled to assign any of its rights under this Security Agreement without the prior written consent of Debtor. Any purported assignment inconsistent with this provision shall, at the option of the Debtor, be null and void.

6.6 Definitions. All terms not defined herein shall have the meaning set forth in the applicable Uniform Commercial Code, except where the context otherwise requires.

6.7 Entire Agreement. This Security Agreement, together with any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof.

6.8 Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Security Agreement, or to seek damages for a breach of any provision hereof, or where any provision hereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

6.9 Severability. If any provision of this Security Agreement should be found to be invalid or unenforceable to any extent, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law and the affected provision shall be construed as if it were written so as to be valid and enforceable to the maximum possible extent.

6.10 Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

6.11 Termination of Agreement. This Security Agreement shall terminate upon the full and final payment of the Investor Note secured under this Security Agreement. Upon termination, the Secured Party shall sign and file a termination statement to Debtor for all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Secured Party in accordance with the terms hereof.

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21/11 '00 TUE 10:19 FAX +3293727600
21/11 '00 08:51 FAX
NOV. 20. 2000 5:16PM

Q-LIST BVBA

PHILIP GENT

LIHUS

NO. 192 P. 5/8

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed this day and year first above-written.

DEBTOR:

VIA, Inc.
a Minnesota corporation

By: 

W. Edward McConaghy
President and C.E.O.

Address: 12550 West Frontage Road
Suite 201
Burnsville, MN 55337

With copies to:

Dorsey & Whitney LLP
201 First Avenue, S.W., Suite 340
Rochester, MN 55902

SECURED PARTY:

FLV Fund C.V.A.

By: 

Philip Vermeulen, Managing Director

Address: Flanders Language Valley 65
B - 8900 Ieper
Belgium

With copies to:

Sheppard, Mullis, Richter & Hampton
501 W. Broadway, 19th Floor
San Diego, CA 92101

511865912

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EXHIBIT A
Intellectual Property

VIA, Inc. - Intellectual Property Summary Listing
 November 20, 2000
 CONFIDENTIAL AND PROPRIETARY TO VIA, INC.

| Matter Name | Application/Publication No. | Docket No. |
|--|-----------------------------|--------------|
| Wearable Personal Computer System | U.S. Patent No. 5,555,490 | V205.102.101 |
| Wearable Personal Computer System Having Flexible Battery... | U.S. Patent No. 5,572,401 | V205.103.101 |
| Wearable Personal Computer System | 08/954,297 | V205.103.103 |
| Wearable Personal Computer System-Australia | 687500 | V205.103.141 |
| Wearable Personal Computer System-Brazil | P1940315.0 | V205.103.201 |
| Wearable Personal Computer System-Canada | 2178916 | V205.103.211 |
| Wearable Personal Computer System-Citina | 941948323 | V205.103.231 |
| Wearable Personal Computer System-EPO | 959059270 | V205.103.291 |
| Wearable Personal Computer System-Finland | FI962466 | V205.103.301 |
| Wearable Personal Computer System-Japan | 516914/1995 | V205.103.441 |
| Wearable Personal Computer System-Norway | 962476 | V205.103.521 |
| Wearable Personal Computer System-Korea | 703124/1996 | V205.103.621 |
| Wearable Personal Computer System-Former Soviet Union | 96115148 | V205.103.661 |
| Flexible Wearable Computer | U.S. Patent No. 5,285,398 | V205.104.101 |
| Flexible Wearable Computer-Australia | 665164 | V205.104.141 |
| Flexible Wearable Computer-Australia | 676451 | V205.104.142 |
| Flexible Wearable Computer-Canada | 2182799 | V205.104.211 |
| Flexible Wearable Computer-EPO | 93,913,914.3 | V205.104.291 |
| Flexible Wearable Computer-Japan | 2744134 | V205.104.441 |
| Flexible Wearable Computer-Japan | 239678/97 | V205.104.442 |
| Flexible Wearable Computer | U.S. Patent No. 5,491,651 | V205.105.101 |
| Flexible Wearable Computer | U.S. Patent No. 5,581,492 | V205.105.102 |
| Wearable Computing Device with Module Protrusion Passing... | U.S. Patent No. 5,798,907 | V205.105.103 |
| Flexible Wearable Computer | U.S. Patent No. 6,108,197 | V205.105.104 |
| Flexible Wearable Computer | 09/524,637 | V205.105.105 |
| Flexible Wearable Computer-Australia | 695631 | V205.105.141 |
| Flexible Wearable Computer-Canada | 2182799 | V205.105.211 |

| Matter Name | Application/Publication No. | Docket No. |
|---|-----------------------------|--------------|
| Flexible Wearable Computer- <i>EPO</i> | 95913477-6 | V205.105.291 |
| Flexible Wearable Computer- <i>Japan</i> | 7520826 | V205.105.441 |
| Miniature Display Devices and Systems- <i>EPO</i> | 97926478.5 | V205.107.291 |
| Miniature Display Devices and Systems- <i>Japan</i> | 5402571/997 | V205.107.441 |
| Flexible Wearable Computer System- <i>Australia</i> | 7003298 | V205.108.141 |
| Flexible Wearable Computer System- <i>Canada</i> | 2270415 | V205.108.211 |
| Flexible Wearable Computer System- <i>EPO</i> | 97949351.7 | V205.108.291 |
| Flexible Wearable Computer System- <i>Japan</i> | 5215771/1998 | V205.108.441 |
| Flexible Wearable Computer System- <i>Korea</i> | 997003895 | V205.108.621 |
| Long-Lasting Flexible Circuitry | 09/099,700 | V205.118.101 |
| Long-Lasting Flexible Circuitry- <i>Australia</i> | 8259698 | V205.118.141 |
| Long-Lasting Flexible Circuitry- <i>Canada</i> | 2294286 | V205.118.211 |
| Long-Lasting Flexible Circuitry- <i>EPO</i> | 98932790.3 | V205.118.291 |
| Long-Lasting Flexible Circuitry- <i>Japan</i> | 504869/1999 | V205.118.441 |
| Long-Lasting Flexible Circuitry- <i>South Korea</i> | 99-7011977 | V205.118.621 |
| Body-Carryable Display Devices and Systems Using... | U.S. Patent No. 6,057,966 | V205.119.101 |
| Inflatable Optical Housing | U.S. Patent No. 5,991,086 | V205.121.101 |
| Inflatable Optical Housing- <i>Australia</i> | 2294213 | V205.121.141 |
| Inflatable Optical Housing- <i>Canada</i> | 8268098 | V205.121.211 |
| Inflatable Optical Housing- <i>EPO</i> | 98932893.5 | V205.121.291 |
| Inflatable Optical Housing- <i>Japan</i> | 505771/1999 | V205.121.441 |
| Inflatable Optical Housing- <i>Korea</i> | 99-7012149 | V205.121.621 |
| Interactive Devices and Methods | 09/187,800 | V205.125.101 |
| Interactive Devices and Methods- <i>EPO</i> | 9543843 | V205.125.291 |
| Interactive Devices and Methods- <i>Japan</i> | 2000-52066 | V205.125.441 |
| Touch Screen Systems and Methods | U.S. Patent No. 6,121,960 | V205.126.101 |
| Touch Screen Systems and Methods- <i>Australia</i> | 4327597 | V205.126.141 |
| Touch Screen Systems and Methods- <i>Canada</i> | 2264167 | V205.126.211 |
| Touch Screen Systems and Methods- <i>EPO</i> | 97941345.7 | V205.126.291 |
| Touch Screen Systems and Methods- <i>Japan</i> | 5116871998 | V205.126.441 |
| Touch Screen Systems and Methods- <i>Korea</i> | 99-7001648 | V205.126.621 |

| Matter Name | Application/Publication No. | Docket No. |
|--|-----------------------------|--------------|
| Wearable Computer (Design Patent) | U.S. Patent No. D414,928 | V205.127.101 |
| Flexible Computer System | U.S. Patent No. 6,097,607 | V205.128.101 |
| Flexible Wearable Computer System | 09/460,745 | V205.128.102 |
| Flex-to-Fixed User Interface Devices and Methods | 09/428,382 | V205.132.101 |
| Flex-to-Fixed User Interface Devices and Methods- <i>PCT</i> | PCT/US99/25443 | V205.132.111 |
| Mobile Robotic Snake- <i>PCT</i> | PCT/US99/18587 | V205.134.111 |
| Wearable Computer Packaging Configurations | 09/048,725 | V205.135.101 |
| Combined Power Supply and Computing Module Exchange... | 09/421,804 | V205.137.101 |
| Selective Operating Systems for Portable Computer | 09/421,650 | V205.139.101 |
| Touch Pad Systems and Methods | 09/513,642 | V205.145.101 |
| Die-On-Flex Protection Devices and Methods | 60/171,868 | V205.147.101 |
| Computing Device With Connection Features | 60/241,338 | V205.151.101 |
| Computing Device With Connection Features | Pending | V205.152.101 |
| Trademark "VIA" | 2,107,575 | V205.605.101 |
| Trademark "VIA AND DESIGN" | 2,079,649 | V205.606.101 |
| Trademark "THE FLEXIBLE PC COMPANY" | 75/520,655 | V205.607.101 |
| Trademark "COMPUTERS THAT FIT PEOPLE" | 2,357,415 | V205.612.101 |

[Handwritten marks]