

Form PTO-1594 (Rev. 10-08)
OMB Collection 0651-0027 (exp. 11/30/2008)

11-24-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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FINANCE

To the Director of the U. S. Patent and Trademark Office, 1000 Louisiana Avenue, Washington, DC 20530, or the address(es) below.

80. H. 11

1. Name of conveying party(ies):
StarViston Technologies, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Texas
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached? Yes No

Name: Brazos Valley Bank, N.A.
Internal Address: _____
Address: _____
Street Address: 4030 Highway 6 South
City: College Station
State: Texas
Country: USA Zip: 77845

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship TX

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)

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

Execution Date(s) November 10, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 78453910; 78453959

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

1. VisNav
2. StarCam
3. StarTagger - File Date: _____

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

Name: Murphy & Brown, LLP
Internal Address: _____
Street Address: 4030 Highway 6 South, Suite 250
City: College Station
State: Texas Zip: 77845
Phone Number: (979) 690-0800
Fax Number: (979) 690-0808
Email Address: gbrown@murphyandbrown.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Refund Ref: _____
Deposit Account Number: 0000165240
Authorized User Name _____
CHECK Refund Total: 455.00

9. Signature: Michael Jacob Signature Date: 10 Nov 2008
MICHAEL JACOB Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1
11/21/2008 WTA001 W3000092 78453910

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 1460, Alexandria, VA 22313-1450

40.00 OP
25.00 OP

SECURITY AGREEMENT

This SECURITY AGREEMENT (the "Agreement") dated as of November 10, 2008, is by and among STARVISION TECHNOLOGIES, INC., a Texas corporation ("Debtor"), and BRAZOS VALLEY BANK, N.A. ("Secured Party").

RECITALS:

A. WHEREAS, on November 10, 2008, Secured Party made a loan to Debtor in the original principal sum of \$200,000.00 evidenced by a Promissory Note ("Note"), and secured by an assignment of all accounts, contract rights, chattel paper, instruments, and general intangibles including, but not limited to, the intellectual property assets as shown on the attached Exhibit "A" as well as all patent rights now owned or hereafter held or acquired by Borrower, together with all equipment, fixtures, machinery, furniture, furnishings, and other personal property now owned or hereafter acquired by Borrower and wherever located.

B. Secured Party has conditioned its obligations under the Note upon the execution and delivery of this Agreement by Debtor;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I SECURITY INTEREST AND PLEDGE

1.01 Security Interest. Debtor hereby grants to Secured Party a first priority security interest in the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located (such property being hereinafter sometimes called the "Collateral"):

- (a) All accounts, contract rights, chattel paper and instruments now held or hereafter acquired by Debtor;
- (b) All inventory, equipment, fixtures, machinery, furniture, furnishings and other personal property now owned or hereafter acquired by Debtor;
- (c) General Intangibles - Any and all interest in that U.S. Provisional Patent Application Serial No. 60/671,970, *Method and Apparatus for Automatic Identification of Stars*, filed April 14, 2005;
- (d) General Intangibles - Any and all interest in that U.S. Patent Application Serial No. 11/279,668, *Method and Apparatus for Automatic Identification of Celestial Bodies*, filed April 13, 2006;
- (e) General Intangibles - Any and all interest in trademark VisNav - serial number 78453910;
- (f) General Intangibles - Any and all interest in trademark StarCam - serial number 78453959;
- (g) General Intangibles - Any and all interest in pending trademark StarTagger; and
- (h) Any and all future patent or trademark applications.

1.02 Obligations. The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter sometimes called the "Obligations"):

- (a) The obligations and indebtedness of Debtor to Secured Party evidenced by the Note in the original principal amount of \$200,000.00, dated November 10, 2008;
- (b) All costs and expenses, including, without limitation, all attorneys' fees and legal expenses, incurred by Secured Party to preserve and maintain the Collateral, collect the obligations herein described, and enforce this Agreement; and
- (c) All extensions, renewals, and modifications of any of the foregoing.

1.03 UCC. Any term used in the Uniform Commercial Code ("UCC") and not defined in this Security Agreement has the meaning given to the term in the UCC.

ARTICLE II REPRESENTATIONS AND WARRANTIES

To induce Secured Party to enter into this Agreement and the Note, Debtor represents and warrants to Secured Party that:

2.01 Title. Except for the security interest granted herein, Debtor collectively owns, and with respect to Collateral acquired after the date hereof Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance. The Collateral described as patents or patent applications is registered in the name of Debtor with the United States Patent and Trade Office.

2.02 Financing Statements and Other Registration. No financing statement, security agreement, or other lien instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of Secured Party pursuant to this Agreement. No assignment or pledge of the Collateral has been filed with the United States Patent and Trade Office.

2.03 Organization and Authority. Debtor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Debtor has the requisite power and authority to execute, deliver, and perform this Agreement, and the execution, delivery, and performance of this Agreement by Debtor has been authorized by all necessary action on the part of Debtor and does not and will not violate any law, rule or regulation or the Articles of Incorporation or By-laws of Debtor and does not and will not conflict with, result in a breach of, or constitute a default under the provisions of any indenture, mortgage, deed of trust, security agreement, or other instrument or agreement pursuant to which Debtor or any of its property is bound.

2.04 Principal Place of Business. The principal place of business and chief executive office of Debtor, and the office where Debtor keeps its books and records, is located at the address of Debtor shown at the end of this Agreement.

2.05 Litigation. There is no litigation, investigation or governmental proceeding pending or threatened against Debtor or any of its properties which if adversely determined would have a material adverse effect on the Collateral or the financial condition, operations or business of Debtor.

2.06 First Priority Perfected Security Interest. This Agreement creates in favor of Secured Party a first priority perfected security interest in the Collateral. There are no conditions precedent to the effectiveness of this Agreement that have not been fully and permanently satisfied. The Debtor authorizes Secured Party to file a financing statement evidencing the lien created by this Security Agreement to be recorded with the Office of the Secretary of State for the State of Texas. The Debtor will further register the collateral assignment of the Collateral to the Secured Party with the United States Patent and Trade Office.

2.07 Legal Name. Debtor's exact legal name is as set forth in the first paragraph of this Security Agreement.

ARTICLE III COVENANTS

Until the Obligations are paid and performed in full, Debtor covenants and agrees with Secured Party as follows:

3.01 Encumbrances. Debtor shall not create, permit, or suffer to exist, and shall defend the Collateral against, any lien, security interest, or other encumbrance on the Collateral except the security interest of Secured Party hereunder, and shall defend Debtor's rights in the Collateral and Secured Party's security interest in the Collateral against the claims of all persons and entities.

3.02 Modification of Collateral. Debtor shall do nothing to impair the rights of Secured Party in the Collateral without the prior written consent of Secured Party. Debtor shall not grant any extension of time for any payment with respect to the Collateral, or compromise, compound, or settle any of the Collateral, or release in whole or in part any person or entity liable for payment with respect to the Collateral, or release any lien, security interest, or assignment securing the Collateral, or otherwise amend or modify any of the Collateral.

3.03 Disposition of Collateral. Secured Party does not authorize and Debtor agrees that they shall not sell, lease, license, pledge, hypothecate, encumber, or otherwise dispose of the Collateral or any part thereof without the prior written consent of Secured Party.

3.04 Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, authorizing the filing of such financing statements as Secured Party may require. A photographic or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement. Debtor shall promptly endorse and deliver to Secured Party all documents, instruments, and chattel paper that it now owns or may hereafter acquire.

3.05 Possession. Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

3.06 Control. If and when applicable, Debtor will cooperate with Secured Party in obtaining control with respect to Collateral consisting of (i) deposit accounts; (ii) investment property; (iii) letter-of-credit rights; and (iv) electronic chattel paper.

3.07 Marking of Chattel Paper. Debtor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to Secured Party indicating that Secured Party has security interest in the Chattel Paper.

3.08 Obligations. Debtor shall duly and punctually pay and perform the Obligations.

3.09 Notification. Debtor shall promptly notify Secured Party of (i) any lien, security interest, encumbrance, or claim made or threatened against the Collateral, (ii) any material change in the Collateral, including, without limitation, any loss of the Collateral, and (iii) the occurrence or existence of any Event of Default (hereinafter defined) or the occurrence or existence of any condition or event that, with the giving of notice or lapse of time or both, would be an Event of Default.

3.10 Corporate Changes. Debtor shall not change its name, identity, place of incorporation or corporate structure in any manner that might make any financing statement filed in connection with this Agreement seriously misleading unless Debtor shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by Secured Party to make each financing statement not seriously misleading. Debtor shall not change its principal place of business or the place where it keeps its books and records unless it shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement.

3.11 Books and Records; Information. Debtor shall keep accurate and complete books and records of the Collateral and Debtor's business and financial condition. Debtor shall from time to time at the request of Secured Party deliver to Secured Party such information regarding the Collateral and Debtor as Secured Party may request. Debtor shall mark its books and records to reflect the security interest of Secured Party under this Agreement.

3.12 Compliance with Agreements. Debtor shall comply in all material respects with all mortgages, deeds of trust, instruments, and other agreements binding on it or affecting its properties or business.

3.13 Compliance with Laws. Debtor shall comply with all applicable laws, rules, regulations, and orders of any court or governmental authority.

ARTICLE IV RIGHTS OF SECURED PARTY

4.01 Performance by Secured Party. If Debtor fails to perform or comply with any of its agreements contained herein, Secured Party itself may, at its sole discretion, cause or attempt to cause performance or compliance with such agreement and the reasonable expenses of Secured Party, together with interest thereon at the maximum nonusurious per annum rate permitted by applicable law, shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured by this Agreement. Notwithstanding the foregoing, it is expressly agreed that Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

4.02 Assignment by Secured Party. Secured Party may from time to time assign the Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of Secured Party under this Agreement in relation thereto.

ARTICLE V DEFAULT

5.01 Events of Default. Each of the following shall be deemed an "Event of Default":

- (a) Debtor shall fail to pay when due the Obligations or any part thereof.
- (b) Any material representation or warranty made or deemed made by Debtor to Secured Party in this Agreement is false, misleading, or erroneous in any material respect on the date when made or deemed to have been made.
- (c) Debtor shall fail to perform, observe, or comply with any material obligation, covenant or agreement contained in this Agreement or the Note.
- (d) Debtor shall commence a voluntary proceeding seeking relief with respect to Debtor or Debtor's debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case

or other proceeding commenced against it or shall make a general assignment for the benefit of creditors or shall generally fail to pay its debts as they become due.

- (e) An involuntary proceeding shall be commenced against Debtor seeking relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its property, and such involuntary proceeding shall remain undismitted and unstayed for a period of thirty (30) days.
- (f) If Secured Party receives at any time following the Closing, a report from the Secretary of State indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

5.02 Rights and Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies:

- (a) Without in any way affecting the demand nature of this Note, upon the occurrence of any Event of Default and if Borrower fails to cure such default within thirty (30) days of notice hereof, the holder hereof may, at its option, declare the entire unpaid principal of and accrued interest on this Note immediately due and payable, and upon such declaration, the same shall become and shall be immediately due and payable, it being understood and agreed that except as set forth herein, Borrower has waived notice, demand and presentment, and, except as hereinafter provided, the holder hereof shall have the right to foreclose or otherwise enforce all liens or security interests securing payment hereof to Lender. Notwithstanding anything contained herein to the contrary, the Lender shall not be required to provide notice and an opportunity to cure as set forth herein more than once during the primary term of this Note or any extension thereof. In the event that Lender has on any prior occasion given Borrower notice of an Event of Default, then on the occurrence of any subsequent Event of Default, the holder hereof may, at its option, declare the entire unpaid principal of and accrued interest on this Note immediately due and payable, and upon such declaration, the same shall become and shall be immediately due and payable. Without in any way affecting the demand nature of the Note, upon the occurrence of any Event of Default and if Borrower fails to cure such default within thirty (30) days of notice hereof, the holder hereof may, at its option, declare the entire unpaid principal of and accrued interest on this Note immediately due and payable, and upon such declaration, the same shall, after notice, demand and presentment, become and shall be immediately due and payable, and, the holder hereof shall have the right to foreclose or otherwise enforce all liens or security interests securing payment hereof to Lender.
- (b) If the holder hereof expends any effort in any attempt to enforce payment of all or any part or installment of any sum due the holder hereunder, or if this Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceedings, Borrower agrees to pay all collection costs and fees incurred by the holder, including reasonable attorneys' fees in an amount equal to Lender's reasonable attorneys' fees and the expenses of collection.

ARTICLE VI MISCELLANEOUS

6.01 Expenses. Debtor agrees to pay and to hold Secured Party harmless from and against all fees and all excise, sales, stamp, and other taxes payable in connection with this Agreement or the transactions contemplated hereby.

6.02 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this

Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

6.03 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

6.04 Amendment; Entire Agreement. This Agreement embodies the final, entire Agreement among the parties hereto and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

6.05 Notices. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given when a record has been personally delivered or mailed by registered or certified mail, postage prepaid, or by recognized overnight courier or personal delivery at the respective addresses of the parties set forth below. Any party hereto may by notice so given change its address for future notice hereunder. Notice shall conclusively be deemed to have been given when a record has been received.

6.06 Applicable Law; Venue; Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except to the extent that the UCC provides for the application of the law of the state of the Debtor's incorporation, and the applicable laws of the United States of America. This Agreement has been entered into in Brazos County, Texas, and it shall be performable for all purposes in Texas, except for the purposes referenced herein. Any action or proceeding against Debtor under or in connection with this Agreement or any other instrument or agreement securing, evidencing, or relating to the obligations or any part thereof may be brought in any state or federal court in Brazos County, Texas. Debtor hereby irrevocably (i) submits to the nonexclusive jurisdiction of such courts, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Debtor agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with the provisions of Section 6.05 of this Agreement. Nothing in this Agreement or any other instrument or agreement securing, evidencing, or relating to the obligations or any part thereof shall affect the right of Secured Party to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring any action or proceeding against Debtor or with respect to any of the collateral in any state or federal court in any other jurisdiction. Any action or proceeding by Debtor against Secured Party shall be brought only in a court located in Harris Brazos County, Texas.

6.07 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

6.08 Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

6.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability.

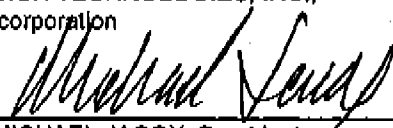
without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.11 Number. Wherever applicable, the number of words contained in this Agreement shall be deemed to include the singular and plural.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

STARVISION TECHNOLOGIES, INC.,
a Texas corporation


By: 
MICHAEL JACOX, President

Address for Notices:

StarVision Technologies, Inc.
1700 Research Parkway, Suite 170
College Station, Texas 77845

SECURED PARTY:

BRAZOS VALLEY BANK, N.A.

By: 
Name: STEVEN P. JOHNSON
Title: President & CEO

Address for Notices:

Brazos Valley Bank, N.A.
4030 Highway 6 South
College Station, Texas 77845

EXHIBIT "A"
(Page 1 of 2)**Intellectual Property Assets of StarVision Technologies, Inc**
October 2008**License Agreements**

License Agreement L-679 with Texas A&M University System (TAMUS) – Exclusive license to copyright software described in TAMUS disclosures TAMUS 2228 "Pyramid Star Identification Software", TAMUS 2229 "Recursive Star Identification Software" and TAMUS 2230 "Non-Dimensional Star Identification Software".

License Agreement L-613 with TAMUS – Optical Position Sensor Using Modulated Laser Light. (VisNav) Exclusive agreement for use of U.S. Patent No. 6,266,142 "Noncontact Position and Orientation Measurement System and Method" issued July 24, 2001. Except for the field of use of aerial refueling of aircraft which is held by Sargent Fletcher Inc a subsidiary of Cobham Industries.

Patents

U.S. Provisional Patent Application Serial No. 60/671,970, *Method and Apparatus for Automatic Identification of Stars*, filed April 14, 2005.

U.S. Patent Application Serial No. 11/279,668, *Method and Apparatus for Automatic Identification of Celestial Bodies*, filed April 13, 2006

Trademarks

VisNav – serial number 78453910
StarCam – serial number 78453959
StarTagger – pending sample use document

Pending Disclosures

Intelligent Supervisory Control – Developed at StarVision for automating the control of aerial refueling operations based on a rules database and fuzzy logic engine.

Stellar Gyroscope with Light Amplification Technologies – Developed by StarVision Technologies for very high update rate imaging of stars for satellite navigation.

Precision Landing Sensor System – Developed by StarVision Technologies under contract with NASA Johnson Spacecraft Center. The LandingNav sensor allows range measurement with stereo digital imaging and includes terrain mapping and hazard avoidance.

EXHIBIT "A"
(Page 2 of 2)

Protected Know-How

VisNav Sensor System Design – Includes hardware schematics, board design and engineering drawings of the most recent VisNav sensor design. The design documents are protected as company trade secrets.

VisNav Sensor System Software – Includes over 10,000 lines of code that allow operation of the VisNav sensor system. The software is controlled and protected as company trade secrets.

StarTagger Software – Incorporated c code licensed from TAMUS into firmware for operation on FPGA platforms and embedded processors.

ImageCore - An FPGA based MPEG2 encoder for real-time HDTV video compression, with configurable parameters for compression level (also supports auto compression levels) and image size. This product produces an ISO/IEC 13818-2 compliant video stream.