# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Dais Analytic Corporation	12/11/2007

### RECEIVING PARTY DATA

Name:	Larry Hopfenspirger
Street Address:	2025 Nicollet Avenue South
Internal Address:	#203
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55404

Name:	Shelton T. Fleck
Street Address:	4611 Browndale Avenue
City:	Edina
State/Country:	MINNESOTA
Postal Code:	55424

Name:	Michael M Gostomski
Street Address:	1666 Valley View Drive
City:	Winonna
State/Country:	MINNESOTA
Postal Code:	55987

Name:	Leah and Leonard Samuels
Street Address:	1011 Centennial Road
Internal Address:	Leah Kaplan-Samuels and Leonard Samuels JTWROS
City:	Penn Valley
State/Country:	PENNSYLVANIA
Postal Code:	19072

PATENT

Name:	Craig Laughlin	
Street Address:	109350 57th Avenue North	
City:	Plymouth	
State/Country:	MINNESOTA	
Postal Code:	55442	
Name:	E Todd Tracy	
Street Address:	331 S. White Chapel	
City:	Southlake	
State/Country:	TEXAS	
Postal Code:	76092	
Name:	Andrew Mitchell	
Street Address:	32 Furnival Street	
Internal Address:	Furnival Chambers	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	EC4A1JQ	
Name:	Andrew J Maffey	
Street Address:	1172 E. Grand Street	
City:	Elizabeth	
State/Country:	NEW JERSEY	
Postal Code:	07201	
Name:	Marketbyte L.L.C. Defined Benefit & Trust	
Street Address:	4653 Carmel Mountain Road	
Internal Address:	Ste. 308 #402	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92130	
Name:	Michael Stone	
Street Address:	18 Ozone Avenue	
City:	Venice	
State/Country:	CALIFORNIA	
Postal Code:	90291	
Name:	William B Newman	
Street Address:	18 Blackburn Road	
		PATENT

City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
Name:	Bruce S Morra
Street Address:	51 Spring House Lane
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
Name:	Lawrence T Jaffe
Street Address:	3951 Far Hills Avenue
City:	Dayton
State/Country:	ОНЮ
Postal Code:	45429
Name:	RBC Dain - Custodian for Leonard Samuels IRA
Street Address:	510 Marquette Avenue South
Internal Address:	RBC Dain Correspondent Services Alternative Investments (M08)
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Name:	Sharon Youcha
Street Address:	331 Penn Road
City:	Wynnewood
State/Country:	PENNSYLVANIA
Postal Code:	19096
Name:	Robert Melnick
Street Address:	1074 Bonnie Brae Blvd.
City:	Denver
State/Country:	COLORADO
Postal Code:	80209
i osiai oode.	100200
	Next Generation Investments, L.L.C.
Name:	8 Airport Park Blvd.
Name:	
Street Address:	
	Attn: Andrew Vickery  Latham

Postal Code:	12110
Name:	Louis M. Jaffe 2004 Intangible Asset Mgmt. Trust U/A DTD 5/24/04
Street Address:	1500 S. Ocean Blvd.
Internal Address:	#5201
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33432
Name:	MSSRPS, L.L.C.
Street Address:	26 Columbia Turnpike
Internal Address:	Attn: Marisa Stadtmauer
City:	Florham Park
State/Country:	NEW JERSEY
Postal Code:	07932
Name:	RP Capital, L.L.C.
Street Address:	10900 Wilshire Blvd.
Internal Address:	Ste. 500 - Attn: Erick Richardson
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
	100021
Name:	Gemini Master Fund, Ltd.
Name:	Gemini Master Fund, Ltd.
Name: Street Address:	Gemini Master Fund, Ltd.  12220 El Camino Road
Name: Street Address: Internal Address:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.
Name: Street Address: Internal Address: City:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego
Name: Street Address: Internal Address: City: State/Country:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA
Name: Street Address: Internal Address: City: State/Country:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA
Name: Street Address: Internal Address: City: State/Country: Postal Code:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130
Name: Street Address: Internal Address: City: State/Country: Postal Code: Name:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130  Platinum Montaur Life Sciences, L.L.C.
Name: Street Address: Internal Address: City: State/Country: Postal Code: Name: Street Address:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130  Platinum Montaur Life Sciences, L.L.C.  152 West 57th Street
Name: Street Address: Internal Address: City: State/Country: Postal Code: Name: Street Address: Internal Address:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130  Platinum Montaur Life Sciences, L.L.C.  152 West 57th Street  54th Floor Attn: Mark Nordlicht
Name: Street Address: Internal Address: City: State/Country: Postal Code: Name: Street Address: Internal Address: City:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130  Platinum Montaur Life Sciences, L.L.C.  152 West 57th Street  54th Floor Attn: Mark Nordlicht  New York
Name: Street Address: Internal Address: City: State/Country: Postal Code: Name: Street Address: Internal Address: City: State/Country:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130  Platinum Montaur Life Sciences, L.L.C.  152 West 57th Street  54th Floor Attn: Mark Nordlicht  New York  NEW YORK
Name: Street Address: Internal Address: City: State/Country: Postal Code: Name: Street Address: Internal Address: City: State/Country:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130  Platinum Montaur Life Sciences, L.L.C.  152 West 57th Street  54th Floor Attn: Mark Nordlicht  New York  NEW YORK
Name: Street Address: Internal Address: City: State/Country: Postal Code: Name: Street Address: Internal Address: City: State/Country: Postal Code:	Gemini Master Fund, Ltd.  12220 El Camino Road  #400 c/o Gemini Strategies, L.L.C.  San Diego  CALIFORNIA  92130  Platinum Montaur Life Sciences, L.L.C.  152 West 57th Street  54th Floor Attn: Mark Nordlicht  New York  NEW YORK  10019

State/Country:	ILLINOIS	
Postal Code:	60622	

#### PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5468574
Patent Number:	5679482
Patent Number:	6110616
Patent Number:	6383391
Patent Number:	6413298
Patent Number:	6841601
Patent Number:	7179860
Application Number:	11879482
Application Number:	60917037
PCT Number:	US0779428

#### **CORRESPONDENCE DATA**

Fax Number: (727)375-8485

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7273758484

Email: patricia.tangredi@daisanalytic.com

Correspondent Name: Dais Analytic Corporation
Address Line 1: 11552 Prosperous Drive
Address Line 4: Odessa, FLORIDA 33556

NAME OF SUBMITTER: Patricia Tangredi

Total Attachments: 135

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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this \_\_\_\_\_ day of <u>December</u>, 2007 between Dais Analytic Corporation ("Debtor"), and <u>Andrew J. Maffey</u> ("Secured Party").

- 1. SECURITY INTEREST, Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of <u>Fifty Thousand Dollars</u> (\$\_50,000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 12/11/07
Secured Party:
Ву
Prate:

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
	)	SS.
COUNTY OF Pasco		

On this day of the personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M. DAHL
MY COMMISSION FIDD 554778
EXPIRES Julio 2, 2010
Sonded That Noticy of the Conductions

Parties shall provide Debtor with written notice detailing the Event of Default. Oebtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any first thereafter deciare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remodies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually honvenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall more to the benefit of and bind the brief, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

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Dais Analytic Corporation

By Timothy N	angredi, President	& CEO
Date:		
Secured Party:	ANDREW	
By	dres J	Maskey
Date:	11/27/07	

Security Agreement Dais Analytic Convention Page 2 of 4

Feb 22 08 03:39p DAIS ANALYTIC CORP 7273758485

# SCHEDULE I

 $\mathbf{TO}$ 

### PATENT SECURITY AGREEMENT

# Patent Registrations

Α.	REGIS	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

### B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0408

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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this //\_\_\_day of December, 2007 between Dais Analytic Corporation ("Debtor"), and \_Andrew Mitchell ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule 1 attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Seventy Five Thousand Dollars (\$ 75,000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance,
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

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4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 12/1/67
Secured Party:
Ву
Data

#### ACKNOWLEDGEMENT OF DEBTOR

STAT	fe of <u>Florida</u>		
		)	SS

COUNTY OF Pasco

On this day of , 2007 before me personally appeared <u>Timothy N. Tangredi</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

SUSAN M, DAHL
MY COMMISSION # DD 554778
EXPIRES: June 2, 2010
Banded Thirk Name Y Judes Vandarende to

12/85/2007 10:45

9548289392

LM GROUP

PAGE 07/06

Parties shall provide Debtor with written notice detailing the fevent of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fall to core within the prescribed time period. Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall intere to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument mader seal.

4. For the purpose of this Agreement. "Secured Parties" shall mean collectively the Secured Party and may other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found berein.

Dais Analytic Corporation

Dute:	
Secured Party: Andrew MITCHELL  Both Date:	<u> </u>

Security Agreement-Dais Analytic Comporation - Page 2 of 4

Feb 22 08 03:48p DAIS ANALYTIC CORP 7273758485

### SCHEDULE I

TO

### PATENT SECURITY AGREEMENT

## Patent Registrations

A.	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

### **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0413

p.5

Feb 22 08 03:35p

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this <u>20th</u> day of <u>December</u>, 2007 between Dais Analytic Corporation ("Debtor"), and <u>Bruce S. Morra</u> ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000,00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa. Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation	
By VII Valable	
Timothy N. Tangredi, President & CEO	
Date:	
Secured Party: Bruce S. Morra	
Ву	
Date:	

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)		
		)	SS
COUNTY OF Pasco	١		

On this **20** day of **10.**, 2007 before me personally appeared <u>Timothy N. Tangredi</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M. DAHL
50 MY COMMISSION # DD 554778
EXPIRES: June 2, 2010
Bonded Thu Notary Public Underwriters

Parties shall provide Dedoor with written notice detailing the Event of Default. Debror shall have shop this department of affect of said notice to case such default. Should Debror full to care widther a prescribed time period. Should be such declare the bigger in default and all abligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Communical Code. Secured Parties may require the Debror of make the collisions from the major by secured Parties at a place which is naturally convenient. No varior by Secured Parties at a place which is naturally convenient. No varior by Secured Parties of any collab history openies as a variety of any other collision of the source default on a future expension. This Agreemment shall have the effect of any histories of any other parties. This

4. For the purpose of this Agreement, "Secured Parties" shall make collectively the Secured Parties shall make collectively the Secured Parties in the Education Note Issuance (as defined in the fact the Secured Convertible Parties of Note as executed coincident with the Secured Machine executed a security agreement containing substantially the same terms and equilibrases found kereig.

Dais Aprilytic Communition

By Timothy	Tempredi, President & CEO
Quice	and the second s
Secured Par	. Bruce S. Morre
By	Tours 1 Hours
Detec	12-17-07

Security Agreement-Plais Analytic Corporation-Page 2:014

Feb 22 08 03:36p DAIS ANALYTIC CORP

# SCHEDULE I

TO

# PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	1.	U\$5468574	11/21/95
		US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2,	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

Feb 22 08 03:11p

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this <u>//</u>day of <u>December</u>, 2007 between Dais Analytic Corporation ("Debtor"), and <u>Craig Laughlin</u> ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000,00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CRO
Date:
Secured Party:
Ву
Date

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF_	<u>Florida</u>		)
		· <del>·</del>	SS.
COUNTY O.	e Pasco		1

On this day of <u>N. Tangredi</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

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### Dais Analytic Corporation

By
By Timothy N. Tangredi, President & CEO
Date:
Secured Party: Craig Lawhlin
Secured Party:
By Calling Elsen
Date: (4/28/607)

Security Agreement- Dais Analytic Corporation - Page 2 of 4

# SCHEDULE I

TO

## PATENT SECURITY AGREEMENT

# Patent Registrations

A. REGI	STERED PATENTS	DATE
2. 3, 4. 5. 6.	US5468574 US 5679482 US 6110616 US 6383391 US 6413298 US 6841601 US 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
A. PATE	NT APPLICATIONS	DATE
4.	US11/879,482 PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

Feb 22 08 03:32p

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 11 day of December, 2007 between Dais Analytic Corporation ("Debtor"), and E. Todd Tracy ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Feb 22 08 03:32p

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

### Dais Analytic Corporation

By <u>Tim</u>	othy N. Tangredi, President & CEO
Date: _	
	PARTY E Todd Taxey
Secure	Party: C 1000 1 REG
ВУ	Mg
Dete: _	Dec 10t 2007

Security Agreement- Dais Analytic Corporation - Page 2 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

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Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 12/11/07
Secured Party: E. Todd Tracy
Ву
Dota

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida )
) ss.
County of Pasco)
On this day of, 2007 before me personally appeared Timothy
Off this day of
N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who
executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by
me duly sworn did depose and say that he is an authorized officer of said corporation,

that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed

of said corporation.

SUSAN M. DAHL MY COMMISSION # DD 554778 EXPIRES: June 2, 2010 Feb 22 08 03:33p DAIS ANALYTIC CORP 7273758485

### SCHEDULE I

 $\mathbf{TO}$ 

### PATENT SECURITY AGREEMENT

## Patent Registrations

A.	REGI	STERED PATENTS	DATE
	i.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	U\$ 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	<i>5.</i>	JP2002-515397	01/29/03

### B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0428

p.5

Feb 22 08 05:00p

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this <u>21<sup>st</sup></u> day of January, 2008 between Dais Analytic Corporation ("Debtor"), and <u>Germini Master Fund. Ltd.</u> ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dats Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 1 21 08
Secured Party; Gemini Master Fund, Ltd
By Steven W. Winter- President
Date:

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to oure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under scal.

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# .

Dais Analytic Corporation

By		
Timothy N. Tangredi, P.	resident & CEO	
Date:	-	
Secured Party: <u>Gern</u> i	ini Mast	ER FUND, Ltd
By Bor W.	Man	>
Date: 1/15/07	·	

Security Agreement- Dais Analytic Corporation - Page 2 of 4

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF <u>Florida</u>		
	)	SS
Contraction of the second	`	

COUNTY OF Pasco

On this // day of // 2008 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

CHRISTINE A, POSTMA
Notary Public - State of Florida
My Commission Expires Mar 4, 2009
Commission # 00 399648
Bonded By National Notary Assn.

Feb 22 08 05:00p DAIS ANALYTIC CORP

#### SCHEDULE I

TO

# PATENT SECURITY AGREEMENT

# Patent Registrations

A. REG	ISTERED PATENTS	DATE
2. 3. 4. 5.	US5468574 US 5679482 US 6110616 US 6383391 US 6413298 US 6841601 US 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
	ENT APPLICATIONS US11/879,482	<b>DATE</b> 07/16/07
2. 3. 4.	PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	09/25/07 05/09/07 01/29/03 01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0433

### PATENT SECURITY AGREEMENT

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date:
Secured Party:
Ву
Date:

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida
) ss.
COUNTY OF Pasco
),

On this day of o, 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUBAN M. DAHL
MY COMMISSION # DD 564778
EXPIRES: June 3, 2010
Bender Trus hatury Public Unterwinders

OCT. 24, 2007 5: 16PM COMMERCIAL CONNECTION

NO. 489 2. 7

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to core within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collatoral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the beirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the offect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

#### Dais Analytic Corporation

By							
Time	thy N. Te	ngredi, Pr	esident &	CEO	<del> · · · · · · · · · · · · · · · · · ·</del>		
Date:							
	<u> </u>						
Secured	Party:	LAX	en u	المهالا	2	Co.V	س د
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By	50m	- <del>1/2</del> /21/21	<u> </u>	<del>ragli</del>	<u>rges</u>	·	
		' //	/}	•	0		
Date:	101	24/2	607				

Security Agreement- Dais Analytic Corporation - Page 2 of 4

Feb 22 08 02:23p DAIS ANALYTIC CORP 7273758485 p.5

#### SCHEDULE I

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# PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	2, 3, 4, 5, 6.	US5468574 US 5679482 US 6110616 US 6383391 US 6413298 US 6841601 US 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
A.	PATE	NT APPLICATIONS	DATE
	2. 3. 4.	US11/879,482 PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0438 Feb 22 08 03:56p

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 20th day of <u>December</u>, 2007 between Dais Analytic Corporation ("Debtor"), and <u>Lawrence T.</u>
<u>Jaffe</u> ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. **DEFAULT.** The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

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Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 12 20 07
,
Secured Party: <u>Lawrence T. Jaffe</u> By
Data

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)		
		)	88
COUNTY OF Pasco	Y	•	

On this <u>b</u> day of <u>bec</u>, 2007 before me personally appeared <u>Timothy N. Tangredi</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

SUSAN M. DAHL
MY COMMISSION # DD 554778
EXPIRES: June 2, 2010
Dondred Taru Nodery Public Undertwinkera

Dais Analytic Corporation

Dec 20 07 12:19p

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Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Timothy N. Tangredi, President & CEO

Date:

Secured Party:

Security Agreement- Dais Analytic Corporation - Page 2 of 4

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Feb 22 08 03:57p DAIS ANALYTIC CORP 7273758485 p.5

#### SCHEDULE 1

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#### PATENT SECURITY AGREEMENT

#### Patent Registrations

Α.	REGI	STERED PATENTS	DATE
	2. 3. 4. 5. 6.	US5468574 US 5679482 US 6110616 US 6383391 US 6413298 US 6841601 US 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
A.	РАТЕ	NT APPLICATIONS	DATE
	2. 3. 4.	US11/879,482 PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0443

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 21<sup>st</sup> day of January, 2008 between Dais Analytic Corporation ("Debtor"), and <u>Leah-Kaplan Samuels and Leonard Samuels JTWROS.</u> ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Twenty-Five Thousand Dollars (\$25,000), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following arc each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under scal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

By Timothy N. Tangredi, President & CEO
Date: 1 70 00
Leah Kaplan-Samuels Secured Party: & Leonard Samuels JTWROS
By Leah-Kaplan Samuels and Leonard Samuels JTWROS
Date

Dais Analytic Corporation

01/11/2008 07:52 6106687646

Dais Analytic Corporation

LEDNARD SAMUELS

PAGE 07

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

By	
Date:	·
Secured Party: Lech Kaplan-Soure  By Ceah taplan-St	hed Lewis Servels ITHUS
By leah taplan-St	_ Kul-hr
Date: 1/18/08	<del></del>

Security Agreement-Dais Analytic Corporation - Page 2 of 4

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#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)	
	)	SS
COUNTY OF Pasco	)	

Notary Public

CHRISTINE A. POSTMA
Notary Public - State of Fiorida

1 My Commission Expires Mar 4, 2009
Commission # DD 399848
Bonded By National Notary Asso.

#### SCHEOULET

 $\mathbf{TO}$ 

# PATENT SECURITY AGREEMENT

# Patent Registrations

A. REGI	STERED PATENTS	DATE
1.	US5468574	11/21/95
2.	U\$ 5679482	10/21/97
3.	US 6110616	11/29/00
4.	US 6383391	05/0702
5.	US 6413298	07/29/00
6.	US 6841601	01/11/05
7.	US 7179860	02/20/07
A. PATE	ENT APPLICATIONS	DATE
1.	US11/879,482	07/16/07
2.	PCT/US2007/079428	09/25/07
3.	US 60/917,037	05/09/07
4.	JP2002-501952	01/29/03
5.	JP2002-515397	01/29/03

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0448

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this the day of December, 2007 between Dais Analytic Corporation ("Debtor"), and Leah Kaplan-Samuels and Leonard Samuels JTWROS ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted bereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000,00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obtigations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (cach, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

PATENT REEL: 020566 FRAME: 0449 Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 12/11/07
Leah Kaptan-Samuels and Secured Party: Leonard Samuels JTWROS
Ву
Date:

Dais Analytic Corporation

12/03/2007 15:54 6105687646

LEONARD SAMUELS

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to care such default. Should Debtor fail to care within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under scal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

ByTimothy N. Tangredi, President & CEO	· · · · · · · · · · · · · · · · · · ·
Date:	
Secured Party: Lean Kaplon - Samuela	1 Lourand Samuels of There
	Lean Sem
Date: 12/10/07	

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#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
	)	SS,
COUNTY OF Pasco	<b>)</b>	

On this day of 2600 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M. DAFIL

MY COMMISSION # DD 554778

EXPIRES: June 2, 2010

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Feb 22 08 02:47p DAIS ANALYTIC CORP 7273758485

# SCHEDULE I

 $\mathbf{TO}$ 

# PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
Α,	PATE	NT APPLICATIONS	DATE
	_		
	1.	US11/879,482	07/16/07
		US11/879,482 PCT/US2007/079428	07/16/07 09/25/07
	2.		
	2. 3.	PCT/US2007/079428	09/25/07

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0453

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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 20th day of <u>December 20</u>, 2007 between Dais Analytic Corporation ("Debtor"), and <u>Leah Kaplan-Samuels and Leonard Samuels JTWROS</u> ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (c) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following arc each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur. Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: [2 [20   0]
Leah-Kaplan Samuels Secured Party: & Leonard Samuels JTWROS
Ву
Date:

#### ACKNOWLEDGEMENT OF DERTOR

STATE OF Florida			
		)	SS.
COUNTY OF Pasco	<b>1</b>		

On this day of , 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



12/11/2007 14:30

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PAGE 05

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period. Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the offect of an instrument under seal.

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Dais Analytic Corporation

Timothy	N. Tangi	redi, Pr	eside	nt & CI	30	_ <del>_</del>	
Date:							
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Date: 1) 1/8/07

Security Agreement- Dais Analytic Corporation - Page 2 of 4

#### SCHEDULE t

 $\mathbf{TO}$ 

# PATENT SECURITY AGREEMENT

# Patent Registrations

A. REGI	STERED PATENTS	DATE
1.	U\$5468574	11/21/95
2.	US 5679482	10/21/97
3.	US 6110616	11/29/00
4.	US 6383 <b>39</b> 1	05/0702
5.	US 6413298	07/29/00
6.	US 6841601	01/11/05
7.	US 7179860	02/20/07
A. PATE	NT APPLICATIONS	DATE
1.	US11/879,482	07/16/07
2.	PCT/US2007/079428	09/25/07
	US 60/917,037	05/09/07
	JP2002-501952	01/29/03
5.	JP2002-515397	01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0458 Feb 22 08 04:08p DAIS ANALYTIC CORP

7273758485



This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 31<sup>st</sup> day of <u>December</u>, 2007 between Dais Analytic Corporation ("Debtor"), and Leah Kaplan-Samuels and Leonard Samuels JTWROS ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and tisted on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais <u>Analyti</u> e (	Corporation				
By Timothy N.	Tangredi, Pres	Sident & CE	0		
Date:					
Secured Party:	Leah Kaplan-	Samuets and	J Leonard Sa	muels JTWR	<u>.08</u>
Ву	BALAN .		484		
Date:					

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PAGE 11

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured bereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

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# D<sub>v</sub>

Dais Analytic Corporation

Timothy N. Tangredi, President & CEO	
Date:	
Secured Party: Jah Lyb & Few Son	
By Leah Kaple - Samele & Leaner Samele	
Date: 12/26/07	

Security Agreement- Dais Analytic Corporation - Page 2 of 4

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)	
	)	SS.
COUNTY OF Pasco	)	

On this 3 day of 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Feb 22 08 04:09p DAIS ANALYTIC CORP 7273758485 p.5

#### SCHEDULE I

 $\mathbf{TO}$ 

#### PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	2. 3. 4. 5.	U\$5468574 U\$ 5679482 U\$ 6110616 U\$ 6383391 U\$ 6413298 U\$ 6841601	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05
	7.	US 7179860	02/20/07
Α.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0463 Feb 22 08 04:48p

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 21st day of <u>January</u>, 2008 between Dais Analytic Corporation ("Debtor"), and Louis M. Jaffe ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of One Hundred Thousand Dollars (\$100,000,000), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Lerporation
By Timothy N. Tangredi, President & CEO
Date: 1 21 08
Louis M. Jaffe 2004 Intangible Asset Secured Party: Mgmt. TR U/A DTD 5/24/04
By Louis M. Jaffe TTE
Date:

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hercunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

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Date:
Lovis M JAFFE 2004 INTANGIBLE ASSET MGMT TR WA DTD

Secured Party: Louis M JAFFE, TTE

Dallo TTE

Date: 113108

Dais Analytic Corporation

Security Agreement- Dais Analytic Corporation - Page 2 of 4

# ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
	)	SS.
COUNTY OF Pasco	)	

CHRISTINE A. POSTMA
Notary Public - State of Florida
My Commission Expires Mar 4, 2009
Commission # 00 399848
Bonded By National Notary Assn.

### SCHEDULE I

TO

### PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	U\$ 7179860	02/20/07
Α.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

### B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

#### PATENT SECURITY AGREEMENT

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of One Hundred Thousand Dollars (\$100.000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

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Dais Analytic Corporation	
By Timothy N. Tangredi, President & CEO	
D. 12/11/	
Date: 12/11/87	_
Secured Party:	
Ву	
Dater	

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
	)	SS.
COENTY OF Pasco	4	

On this day of the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M. DAHL.
MY COMMISSION # DD 354778
EXPIRES, June 2, 2010
Donned Thru Notary Public Underwritars

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

# Dais Analytic Corporation

By	
Date:	
Secures Party: Market Byte Uc Defined Bourt it +1	rust
By Janua Od Trustee	; }
Date: 11/15/07	

Security Agreement- Dais Analytic Corporation - Page 2 of 4

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Feb 22 08 03:45p DAIS ANALYTIC CORP 7273758485 p.5

### SCHEDULE 1

TO

### PATENT SECURITY AGREEMENT

## Patent Registrations

Α.	REGI	STERED PATENTS	DATE
	1.	U\$5468574	11/21/95
	2,	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4,	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A,	PATE	ENT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
		JP2002-501952	01/00/00
	4,	JF 400Z-301934	01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0473

#### PATENT SECURITY AGREEMENT

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of One Hundred Thousand Dollars (\$100,000,00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
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Security Agreement- Dais Analytic Corporation - Page 1 of 4

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Dais Analytic Corporation
By Timolhy N. Tangredi, President & CEO
Date: 12/11/07
Secured Party:
Ву
Dutus

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
	)	SS.
COUNTY OF Pasco	)	

On this day of \_\_\_\_\_\_\_\_, 2007 before me personally appeared <u>Timothy N. Tangredi</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M, DAHL
MY COMMISSION # DD 554778
EXPIRES: June 2, 2010
Bonded Tru Nothry Puric Undonwings

NOV. 02 '07 (FRI) 19:56 LECEND MERCHANT CROUP

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Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the belief, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Socured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Daie Analytic Corporation

Timothy N. Tangredi, President & CEO

Date: \_\_\_\_\_

Bocarod Parry MICHAEL J. Mª GRATH.

Date: \_\_\_\_\_

Security Agreement-Dais Analytic Corporation - Page 2 of 4

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Feb 22 08 03:30p DAIS ANALYTIC CORP 7273758485 p.5

#### SCHEDULE I

TO

# PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2,	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0478

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this #\_\_\_\_\_ day of December, 2007 between Dais Analytic Corporation ("Debtor"), and \_Michael M. Gostomski ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Seventy-Five Thousand Dollars (\$75,000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Fforida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (c) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
• •
Date: 13/1/67
,
Secured Party:
Ву
Date:

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

#### Dais Analytic Corporation

Ву	
Timothy N. Tangredi, President & CEO	
Dore:	
Date:	
_	
Secured Party: Michael M. Gostomski	
By midwel M. Hostombie	
0.4	
Date: 23 October 2007	

Security Agreement- Dais Analytic Corporation - Page 2 of 4

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)	
	)	88.
COUNTY OF Pasco	f	

On this day of occ., 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M, DAHL
MY COMMISSION # DD 554778
EXPIRICS: Juno 2, 2010
Bonded Tirri Nuser Yuske Undarwiders

### SCHEDULE 1

 $\mathbf{OT}$ 

## PATENT SECURITY AGREEMENT

# Patent Registrations

11/21/95 10/21/97 11/29/00 05/0702 07/29/00
11/29/00 05/0702
•
01/11/05
01/11/05 02/20/07
DATE
07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0483

#### PATENT SECURITY AGREEMENT

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Two Hundred Thousand Dollars (\$200,000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (c) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dais Analytic Corporation_
By Timothy N. Tangredi, President & CEO
Date: 13/11/67
Secured Party:
Ву
Down

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	_)	
	)	88.
COUNTY OF Pasco	_)	

On this 4 day of 200, 2007 before me personally appeared <u>Timothy N. Tangredi</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M. DAHL
MY COMMISSION # DD 554778
EXPIRES: June 2, 2010
Conded Thru Notely Pulsto Underwitors

Dain Analytic Corporation

SENT BY: HOME:

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PAGE 7/8

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured bereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the colleteral provided hereunder available to the Secured Parties at a place which is mutually convenient. No wriver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall instrument in the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes persuant to the Convertible Note issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Dy Timothy N. Tangredi, President & CEO

Date:

Secured Party: MICLIAEL STONE

By Mell Ellowe

Date: 11/21/07

Security Agreement- Dats Analytic Corporation - Page 2 of 4

PATENT

Feb 22 08 03:51p DAIS ANALYTIC CORP 7273758485

### SCHEDULE I

 $\mathbf{TO}$ 

### PATENT SECURITY AGREEMENT

# Patent Registrations

Α.	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	рате
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,03 <b>7</b>	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0488

p.5

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 21" day of January, 2008 between Dais Analytic Corporation ("Debtor"), and MSSRPS, L.L.C. ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of One Hundred and Fifty Thousand Dollars (\$150,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Dais Analytic Cornoration ---

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

The state of the s
By Timothy N. Tangredi, President & CEO
Date: 1 21 00
Secured Party: MSSRPS, L.L.C.
Ву
Date:

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Timothy N. Tangredi, President & CEO

Dotte:

Secured Party: MSSRPS LLC

By Mania Spathon

Date:

**Bais Analytic Corporation** 

Security Agreement-Dais Analytic Corporation - Page 2 of 4

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### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	 _)	
	 )	SS.
COUNTY OF Pasco	)	

On this 14 day of 170 who 4, 2008 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Motary Public

CHRISTINE A. FOSTMA
Notary Public - State of Florida
My Commission Expires Mar 4, 2009
Commission # DD 399848
Bonded By National Notary Assn.

# SCHEDULE I

 $\mathbf{TO}$ 

## PATENT SECURITY AGREEMENT

# Patent Registrations

A. RI	EGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A. PA	YTE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
	5.	JP2002-515397	01/29/03

### B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0493 Feb 22 08 04:25p

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 21<sup>st</sup> day of January, 2008 between Dais Analytic Corporation ("Debtor"), and Next Generation Investments, L.L.C. ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Seventy-Five Thousand Dollars (\$75,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell. dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. **DEFAULT.** The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found berein.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 1 21/08
Secured Party: Next Generation Investments, L.L.C.
By Andrew Vickery - Managing Partner
Date:

DAIS ANALYTIC CORP

Dais Analytic Corporation

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Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said hotice to care such default. Should Debtor fail to care within the prescribed time period. Secured Parties may at any time thereafter declare the Notes in default and all obligations occured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inner to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincidem with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Date:

NEXT GENERATION INVESTMENTS L.L.C.

Secured Party: P.J. O. Vickory

Date: 12/2-2/07

Security Agreement- Dais Analytic Corporation - Page 2 of 4

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF	Florida_	 _)	
		)	SS

COUNTY OF Pasco

Notary Public

CHRISTINE A. POSTMA
Notary Public - State of Florida
My Commission Expires Mar 4, 2009
Commission # DD 399848
Bonded By National Notary Assn.

Feb 22 08 04:25p DAIS ANALYTIC CORP 7273758485

### SCHEDULE I

 $\mathbf{TO}$ 

### PATENT SECURITY AGREEMENT

## Patent Registrations

A.	REGI	STERED PATENTS	DATE
	3. 4. 5. 6.	U\$5468574 U\$ 5679482 U\$ 6110616 U\$ 6383391 U\$ 6413298 U\$ 6841601 U\$ 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
Α.		NT APPLICATIONS	02/20/07 DATE
	2. 3. 4.	US11/879,482 PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

### **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0498

p.5

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 28th day of December, 2007 between Dais Analytic Corporation ("Debtor"), and Flatinum Montain Life Sciences LL ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Six Hundred Thousand Dollars (\$600,000) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

PATENT REEL: 020566 FRAME: 0499

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Timothy N. Tangredi, President & CEO

Dais Analytic Corporation

Date: December 28, 2007

By MARK NORDGENT MML Accorded

Date: 12 24 67

Security Agreement- Dais Analytic Corporation - Page 2 of 4 KILZ 2526881.3

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

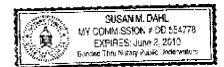
Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 17 51/07
Secured Party: Platinum Montaur Life Sciences
Ву
Date:

#### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)	
	)	88.
COUNTY OF Pasco	7	

On this J day of \_\_\_\_\_\_\_, 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



Feb 25 08 09:36a DAIS ANALYTIC CORP 7273758485 p.5

#### SCHEDULE I

 $\mathbf{TO}$ 

### PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	2. 3. 4. 5. 6.	U\$5468574 U\$ 5679482 U\$ 6110616 U\$ 6383391 U\$ 6413298 U\$ 6841601 U\$ 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
Λ.	PATE	NT APPLICATIONS	DATE
	2. 3. 4.	US11/879,482 PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

### **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

PATENT REEL: 020566 FRAME: 0503

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 20th day of <u>December</u>, 2007 between Dais Analytic Corporation ("Debtor"), and <u>RBC Dain + Custodian for Leonard Samuels IRA</u> ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Three Hundred Thousand Dollars (\$300.000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (c) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: $\frac{1470/07}{}$
RBC Dain – Custodian for Secured Party: Leonard Samuels IRA
Ву
Date:

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)		
		•	SS.
COUNTY OF Pasco	)	,	

On this <u>Jo</u> day of <u>De</u>, 2007 before me personally appeared <u>Timothy N. Tangredi</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



Dais Analytic Corporation

Date: 12 110 107

12/03/2007 15:54

6106687646

LEONARD SAMUELS

PAGE 04

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to oure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the hoirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under scal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Ву				
Tim	othy N. Tangre	di, President	& CEO	·
Date:				
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O	Party: <u>Leo</u>	\ <	- 1 -7	OA
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By To	mul-	the same	1-	

Security Agreement- Dais Analytic Corporation - Page 2 of 4

Feb 22 08 04:03p DAIS ANALYTIC CORP 7273758485 p.5

### SCHEDULET

TO

# PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
	1.	U\$11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.		01/29/03
	5.	JP2002-515397	01/29/03

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 31<sup>st</sup> day of December, 2007 between Dais Analytic Corporation ("Debtor"), and RBC Dain – Custodian for Leonard Samuels IRA ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor. (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment of receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date:
Secured Party: RBC Dain - Custodian for Leonard Samuels IRA
Ву
Date:

12/19/2007 12:24

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Dais Analytic Corporation

LEONARD SAMUELS

PAGE 82

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing submantially the same terms and conditions as found herein.

By Timothy N. Tangredi, President & CEO

Date:

Secured Party: R.B.C. Pain - Custadian for heavard Samuels IRA

By Forwal Lan

Date: 12 / 26/2007

Security Agreement- Dais Analytic Corporation - Page 2 of 4

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### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
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COUNTY OF Pasco

Notary Public



# SCHEDULE 1

### $\mathbf{TO}$

# PATENT SECURITY AGREEMENT

# Patent Registrations

A. REGI	STERED PATENTS	DATE
2. 3. 4. 5. 6.	US5468574 US 5679482 US 6110616 US 6383391 US 6413298 US 6841601 US 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
A. PATE	ENT APPLICATIONS	DATE
4.	PCT/US2007/079428 US 60/917.037	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

Feb 22 08 04:45p

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 31st day of <u>December</u>, 2007 between Dais Analytic Corporation ("Debtor"), and Robert McInick ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (c) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seat.

Dals Analytic Corporation	
By Timothy N. Tangredi, President & CEO	
Date: 12/51/07	
Secured Party: Robert Melnick	
Ву	
Date:	

03/31/2007 22:28

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PAGE 03

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found hereig.

### Dais Analytic Corporation

Вy.	Timothy N. Tangredi, President & CEO
Date	ç:
Sect	ared Party: Policy & Melnick
Ву_	Muen-
Date	17/28/07

Security Agreement- Dais Analytic Corporation - Page 2 of 4

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)
	) 88.
COUNTY OF Pasco	)

On this 31 day of 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUBAN M. DAHL
MY COMMISSION # DD 554778
EXPIRES: Juno 2, 2010
Bended The, Isolary Public Unidonwhere

Feb 22 08 04:46p DAIS ANALYTIC CORP

# SCHEOULET

 $\mathbf{TO}$ 

# PATENT SECURITY AGREEMENT

# Patent Registrations

Λ.	REGI	STERED PATENTS	DATE
	2. 3. 4. 5. 6.	US5468574 US 5679482 US 6110616 US 6383391 US 6413298 US 6841601 US 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
A.	PATE	NT APPLICATIONS	DATE
	2. 3. 4.	US11/879,482 PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

### B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

Feb 22 08 04:54p

# PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 21<sup>st</sup> day of January, 2008 between Dais Analytic Corporation ("Debtor"), and <u>RP Capital</u>, <u>L.L.C.</u>("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of One Hundred Thousand Dollars (\$100,000), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (c) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptey proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

Dais Analytic Corporation	
By Timothy N. Tangredi, President & CEO	
Datc:	
Secured Party: RP Capital, L.L.C	
By Eric Richardson	
Date:	

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under scal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

### Dais Analytic Corporation

By Timot	hy N. Ta	ngredi, Preside	ent & CEO	
Date:			W.W. San Jan Street, San Jan Jan Street, San Jan Street, San Jan Street, San Jan Street, San J	
		The state of the s	TAL LLC	
Secured )	Party:	J. 12		
Ву	Percu	12 cc 11 and 050	<u>N</u>	
Date:	1/14	108		

Security Agreement- Dais Analytic Corporation - Page 2 of 4

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
	)	SS
COUNTY OF Pasco	)	

Notary Public

CHRISTINE A. POSTMA
Notary Public - State of Florida
My Commission Expires Mar 4, 2009
Commission # DD 399848
Bonded By National Notary Assn.

Feb 22 08 04:55p DAIS ANALYTIC CORP

### SCHEDULE I

### $\mathbf{TO}$

# PATENT SECURITY AGREEMENT

# Patent Registrations

A.	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
	1.	US11/879,482	07/16/07
	2.	PCT/US2007/079428	09/25/07
	3.	US 60/917,037	05/09/07
	4.	JP2002-501952	01/29/03
		JP2002-515397	01/29/03

# B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this 31<sup>st</sup> day of December, 2007 between Dais Analytic Corporation ("Debtor"), and Sharon Youcha ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00), and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Dais Analytic Corporation

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

By Timothy N. Tangredi, President & CE	<u> </u>
Date:	
Secured Party: Sharon Youcha	
Ву	<del>_</del>
Date:	

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PAGE 89

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the In the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

### Dais Analytic Corporation

By Time	thy N. Tangre	di, Preside	nt & CEO	
	<u></u>			
Secured	Party: <u>5</u> ‡	iAnon	<u> ΥουυιΑ</u>	
Ву	Man Y	n de	<u>-</u>	
Date:	12/26/2	2007		

Security Agreement- Dais Analytic Corporation - Page 2 of 4

# ACKNOWLEDGEMENT OF DEBTOR

State of Florida)
) SS.
County of Pasco)
On this 31 day of 2007 before me personally appeared Timothy
N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who
executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by
me duly sworn did depose and say that he is an authorized officer of said corporation,
that the said instrument was signed on behalf of said corporation as authorized by its
Board of Directors and that he acknowledged said instrument to be the free act and deed
of said corporation.



### SCHEDULE (

TO

# PATENT SECURITY AGREEMENT

# Patent Registrations

A. REGI	STERED PATENTS	DATE
== :	US5468574	11/21/95
	US 5679482	10/21/97
	US 6110616	11/29/00
4.	US 6383391	05/0702
5.	US 6413298	07/29/00
6.	US 6841601	01/11/05
7.	US 7179860	02/20/07
A. PATE	NT APPLICATIONS	DATE
1.	US11/8 <b>7</b> 9,482	07/16/07
2.	PCT/US2007/079428	09/25/07
3.	US 60/917,037	05/09/07
4.	JP2002-501952	01/29/03
5.	JP2002-515397	01/29/03

## B. PATENT LICENSES

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

# PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made on this ### day of December, 2007 between Dais Analytic Corporation ("Debtor"), and Sheldon T. Fleck ("Secured Party").

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (c) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

**Dais Analytic Corporation** 

Sheldon Fie

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Parties shall provide Debtor with written notice detailing the Livent of Default. Debtor shall have sixty (60) days from receipt of said notice to ours such default. Should Debtor fail to cure within the prescribed time period. Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall have the effect of an instrument under seal.

4. For the purpose of this Agreement, "Secured Parties" shall mean collectively the Secured Party and any other holder of Notes pursuant to the Convertible Note Issuance (as defined in the in the Secured Convertible Promissory Note executed coincident with this Security Agreement) who has executed a security agreement containing substantially the same terms and conditions as found herein.

Security Agreement- Dais Analytic Corporation - Page 2 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CBO
Date: 12/11/07
Secured Party:
Ву
Date:

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida		
	)	SS.
COUNTY OF Pages	1	

On this day of , 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN M, DAHL
MY COMMISSION # DD 554778
EXPIRES: Jume 2, 2010
Becaded Tent Nation Public Underwittens

### SCHEDULE I

### TO

# PATENT SECURITY AGREEMENT

# Patent Registrations

A. REGI	ISTERED PATENTS	DATE
3. 4. 5. 6.	US5468574 US 5679482 US 6110616 US 6383391 US 6413298 US 6841601 US 7179860	11/21/95 10/21/97 11/29/00 05/0702 07/29/00 01/11/05 02/20/07
A. PATE	ENT APPLICATIONS	DATE
2. 3. 4.	US11/879,482 PCT/US2007/079428 US 60/917,037 JP2002-501952 JP2002-515397	07/16/07 09/25/07 05/09/07 01/29/03 01/29/03

# **B. PATENT LICENSES**

None

Security Agreement- Dais Analytic Corporation - Page 4 of 4

## PATENT SECURITY AGREEMENT

- 1. SECURITY INTEREST. Debtor hereby grants to Secured Parties a security interest in all rights, title, and interest in all patents, patent applications and like protections now owned by Debtor and listed on Schedule I attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and the proceeds there from ("Collateral"). The security interest granted hereunder shall secure the payment and performance of Debtor's obligations under the secured convertible promissory notes (the "Notes") issued to the Secured Parties pursuant to that certain Subscription Agreement dated on or about the date hereof (the "Convertible Note Issuance"), including but not limited to the Note issued to the Secured Party in the principal amount of Fifty Thousand Dollars (\$50,000.00) Dollars, and the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all other liabilities and obligations of Debtor to the Secured Parties due or to become due or hereafter arising under this Agreement or in connection with the Convertible Note Issuance.
- 2. COVENANTS. Debtor hereby warrants and covenants that during the course of this Agreement: (a) The Debtor's place of business is 11552 Prosperous Drive, Odessa, Florida, 33556 and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (b) Debtor will not sell, dispose, or otherwise transfer the Collateral or any interest therein, other than pursuant to the terms of the Notes or as part of a transaction conducted in the ordinary course of business or by license grants made by Debtor in the ordinary course of business, without the prior written consent of Secured Parties; (c) Debtor shall file this Agreement with the U.S. Patent and Trademark Office no later than ninety (90) days after completion of the Convertible Note Issuance; (d) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request to perfect or continue the perfection of Secured Parties' interest in the Collateral; and (e) to Debtor's knowledge, this Agreement creates in favor of Secured Parties a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.
- 3. DEFAULT. The following are each an event of default under this Agreement (each, an "Event of Default"): (a) any material misrepresentation relating to this Agreement or the Notes on the part of the Debtor, (b) any material noncompliance with or nonperformance of the Debtor's obligations under the Notes or this Agreement, (c) if Debtor makes (i) an assignment for the benefit of creditors, or is subject to (ii) an attachment or receivership of assets that is not dissolved, or (iii) is subject to the institution of Bankruptcy proceedings, whether voluntary or involuntary, and (d) any Event of Default as defined in the Notes. Should an Event of Default occur, Secured

Security Agreement- Dais Analytic Corporation - Page 1 of 4

Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the beirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

Dais Analytic Corporation
By Timothy N. Tangredi, President & CEO
Date: 12/11/07
Secured Party:
Ву
Dute

Feb 22 08 03:53p DAIS ANALYTIC CORP

### ACKNOWLEDGEMENT OF DEBTOR

STATE OF Florida	)	
	)	SS
COUNTY OF Pasco	)	

On this 4 day of 101, 2007 before me personally appeared Timothy N. Tangredi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dais Analytic Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



Parties shall provide Debtor with written notice detailing the Event of Default. Debtor shall have sixty (60) days from receipt of said notice to cure such default. Should Debtor fail to cure within the prescribed time period, Secured Parties may at any time thereafter declare the Notes in default and all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Parties may require the Debtor to make the collateral provided hereunder available to the Secured Parties at a place which is mutually convenient. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

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### **Dais Analytic Corporation**

By Tir	mothy N. Tangi	redi, Pr	esident	& CEO	E	
Date:	-					
Secure	ed Party;	<u>U/2</u>	J. J.	2		
Ву	Jilly Am	B	<u>, 755</u>	<u>~~~</u>	_لح	
Date:						

Security Agreement- Dais Analytic Corporation - Page 2 of 4

# SCHEDULE I

### TO

## PATENT SECURITY AGREEMENT

### Patent Registrations

Α,	REGI	STERED PATENTS	DATE
	1.	US5468574	11/21/95
	2.	US 5679482	10/21/97
	3.	US 6110616	11/29/00
	4.	US 6383391	05/0702
	5.	US 6413298	07/29/00
	6.	US 6841601	01/11/05
	7.	US 7179860	02/20/07
A.	PATE	NT APPLICATIONS	DATE
Α.		NT APPLICATIONS US11/879,482	<b>DATE</b> 07/16/07
<b>A</b> .	1.		
<b>A</b> .	1. 2.	US11/879,482	07/16/07
A.	1. 2. 3.	US11/879,482 PCT/U\$2007/079428	07/16/07 09/25/07

# **B. PATENT LICENSES**

None

**RECORDED: 02/27/2008** 

Security Agreement- Dais Analytic Corporation - Page 4 of 4