

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Daniel Farb	12/09/2012

RECEIVING PARTY DATA

Name:	Dr. Mark Friedman Ltd.
Street Address:	Moshe Aviv Tower, 54F, Jabotinsky 7
City:	Ramat Gan
State/Country:	ISRAEL
Postal Code:	52520

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	8188611
Application Number:	12681890
Application Number:	12867758
Application Number:	12867759
Application Number:	12342084
Application Number:	12811098
Application Number:	12745549
Application Number:	12922692
Application Number:	13057768
Patent Number:	8143736
Application Number:	12745547
Application Number:	12681892
Application Number:	12867319
Application Number:	12995674
Application Number:	13057767

CH \$600.00 8188611

**CORRESPONDENCE DATA**

Fax Number: 1234567890

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

Phone: 972-3-6114100

Email: nomi\_m@friedpat.com

Correspondent Name: Dr. Mark Friedman

Address Line 1: Moshe Aviv Tower, 54F, Jabotinsky 7

Address Line 4: Ramat Gan, ISRAEL 52520

**ATTORNEY DOCKET NUMBER:**

FARB

**NAME OF SUBMITTER:**

Mark M. Friedmn

**Total Attachments: 4**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"),

dated December 9, 2012, is between:

Daniel Farb ("Debtor")

and

Dr. Mack Friedman, Ltd. ("Secured Party").

RECITALS:

Debtor has received services from Secured Party relating to the prosecution and acquisition of certain intellectual property rights for which payment of monies are due and outstanding.

As security for its payment of monies due and outstanding the Debtor has agreed to grant Secured Party a security interest in its intellectual property rights on the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grant: Debtor hereby grants to Secured Party under the conditions of the attached December 2012 Agreement a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following intellectual property (all of the following items being herein collectively referred to as the "Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and each application for a Patent ("Patent Application"), referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof;

(2) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement or breach of i) any Patent referred to in Schedule 1 or license thereto, and ii) any Patent issued pursuant to a Patent Application referred to in Schedule 1 or license thereto.

2. Obligation. This security interest is given as security for all indebtedness and obligations owed by Debtor to Secured Party, whether now existing or hereafter incurred, under this Agreement together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

3. Proceeds. As used in this Agreement, the term "proceeds" means all products of the Collateral and all additions and accessions to, replacements

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of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein.

4. Title; Filing. Debtor warrants that, except as previously disclosed in writing to Secured Party, it is the owner of the Collateral free and clear of all liens, claims, and encumbrances of whatever kind or nature. Debtor covenants that so long as any portion of the Obligation remains unpaid, Debtor will not execute or file a financing statement or security agreement covering the Collateral to anyone other than Secured Party, except in the ordinary course of business or as otherwise allowed. Debtor agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Secured Party may from time to time require in order to comply with the Uniform Commercial Code or other applicable law to preserve, protect and enforce the security interest of Secured Party and to pay all costs of filing such statements or instruments. In addition, the Secured Party shall have the right to promptly file a financing statement to perfect Secured Party's interest in the Collateral.

5. Care of Collateral. Debtor will at all times warrant and defend Debtor's ownership and possession of the Collateral, keep the Collateral free from all liens, claims, encumbrances and security interests; pay when due all taxes, license fees, maintenance fees, and other charges upon the Collateral or the income therefrom; and not misuse, conceal or in any way use or dispose of the Collateral unlawfully or contrary to the provisions of this Agreement. Loss of, damage to, or un-collectability of the Collateral or any part thereof will not release Debtor from any of its obligations hereunder.

6. Default. A default hereunder will occur if any of the following events occur: (1) Debtor fails to pay any portion of the Obligation when due; (2) Debtor fails to perform any undertaking or materially breaches any warranty or covenant in this Agreement; (3) any statement, representation or warranty of Debtor under this Agreement is untrue in any material respect when made; (4) Debtor becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against it alleging that it is insolvent or unable to pay its debts as they mature; (5) dissolution of Debtor; (6) an attachment, garnishment, execution or other process is issued or a lien filed against any property of Debtor, which is not removed within a reasonable period of time; and (7) Debtor transfers an interest in any of the Collateral contrary to the provisions of this Agreement without the prior written consent of Secured Party other than in the ordinary course of business. Waiver of any default will not constitute a waiver of any other or subsequent default.

7. Remedies. Upon the occurrence of any default hereunder at any time thereafter, all of the Obligation will, at the election of Secured Party and without notice of such election, or demand for payment, become immediately due and payable and Secured Party will have the remedies of a secured party under the applicable law.

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8. **General.** The waiver by Secured Party of any breach of any provision of this Agreement or warranty or representation herein set forth will not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Secured Party will not operate as a waiver of such right. All rights and remedies herein provided are cumulative. Debtor may not assign its rights or delegate its duties hereunder without Secured Party's written consent. This Agreement may not be altered or amended except by writing signed by all the parties hereto.

9. **Governing Law.** This Patent Security Agreement will be governed by and construed and interpreted in accordance with the laws of the United States of America. Any provision hereof found to be invalid will not invalidate the remainder. All words used herein will be construed to be of such gender and number as the circumstances require. This Agreement binds Debtor, its successors and assigns, and inures to the benefit of Secured Party, its successors and assigns.

10. **Notices.** Any notice or other communication hereunder must be given in writing and either (i) delivered in person, (ii) transmitted by telefacsimile, provided that any notice so given is also mailed as provided in clause (iii), or (iii) mailed, postage prepaid, or by an overnight delivery service.

11. **Discharge.** Upon Debtor's payment in full of the Obligation, Secured Party agrees to discharge and release its security interest in the Collateral, and execute and/or file a discharge statement or such other document as may be necessary to effect the discharge.

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

DEBTOR:

*MD Farb*

Name: Mark Daniel Farb

SECURED PARTY:

DR. MARK FRIEDMAN LTD.

an ISRAELI corporation

By:

*h*  
MARK FRIEDMAN LTD.

Name:  
Title:

*CEO*

Dr. Mark Friedman  
Patent Attorneys  
Moshe Aviv Tower, 54th Floor  
7 Jabotinsky Street  
Ramat Gan, Israel 52520

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Schedule 1

File #	US Patent or Application #	Patent/Application Name	Owned by
3499/78	8,188,611	Flow deflection devices and method for energy capture machines	Daniel Farb
3499/107	12/681,890	Support of flow deflection devices in wind turbines	Daniel Farb
3499/119	12/867,758	Flow deflection device construction	Daniel Farb
3499/124	12/867,759	Shrouded turbine blade design	Daniel Farb
4644/2	12/342,084	Benkatina hydroelectric turbine	Daniel Farb
4644/15	12/811,098	Placing water turbines in water flows	Daniel Farb
4644/18	12/745,549	Construction of an in-pipe turbine	Daniel Farb
4644/33	12/922,692	Sewage seperation generator	Daniel Farb
4644/44	13/057,768	Turbine relationships in pipes	Daniel Farb
4645/18	8,143,736	Conversion of ocean wave energy into electrical power	Daniel Farb
4645/23	12/745,547	Systems for reciprocal motion in wave turbines	Daniel Farb
4645/30	12/681,892	Small wave turbine system configurations	Daniel Farb
4647/7	12/867,319	Moving vertical axis turbine foil	Daniel Farb
4647/12	12/995,674	Vertical axis turbine foil	Daniel Farb
4647/21	13/057,767	Vertical axis turbine hybrid blades	Daniel Farb

*Mark Daniel Farb*