

## 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
HGI Industries, Inc.	03/28/2013
RECEIVING PARTY DATA	
Name:	Nancy Southern
Street Address:	919 11 Avenue SW
City:	Calgary
State/Country:	CANADA
Postal Code:	T2R 1P3
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8257649
Application Number:	13600955
CORRESPONDENCE DATA	
Fax Number:	2029555564
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	kimberly.hoover@hklaw.com
Correspondent Name:	Kimberly Hoover
Address Line 1:	800 17th Street NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	134941-1
NAME OF SUBMITTER:	Kimberly Hoover, Legal Assistant
Total Attachments: 4 source=patent security agmt_03_28_2013_11_39_27_097#page1.tif source=patent security agmt_03_28_2013_11_39_27_097#page2.tif source=patent security agmt_03_28_2013_11_39_27_097#page3.tif source=patent security agmt_03_28_2013_11_39_27_097#page4.tif	

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of March 28, 2013, is made by HGI Industries, Inc., a Nevada corporation ("**Grantor**"), with its primary place of business at 2055 High Ridge Road, Boynton Beach, Florida 33426, in favor of Nancy Southern ("**Secured Party**").

### WITNESSETH:

**WHEREAS**, Grantor and Secured Party are parties to that certain Security Agreement dated as of March 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

**DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

**GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**");

all of its Patents, including those referred to on **Schedule I** hereto;

all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of the foregoing; and

all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

**SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Grantor pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

**AMENDMENTS IN WRITING.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Secured Party and Grantor.

**GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Florida.

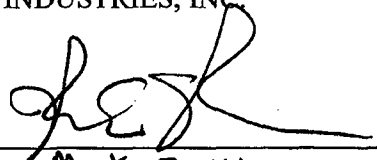
**COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including ".PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

\* \* \* \*

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

HGI INDUSTRIES, INC.

By:   
Name: Mark E. Mino  
Title: President

**Schedule I**

PATENT MATTER NO.	COUNTRY	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	STATUS
9062-P0001	US	12/385,981	4 /27/2009	8,257,649	9 /4 /2012	ISSUED
9062-P0001-D1	US	13/600,955	8 /31/2012			PUBLISHED