

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEXT3D, Inc.	04/25/2013
RECEIVING PARTY DATA	
Name:	NEXT3D, Inc.
Street Address:	171 17th Street
Internal Address:	NW Suite 1550
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	12693421
Application Number:	12727122
Application Number:	12862457
Application Number:	13187506
Application Number:	13443597
Application Number:	13443864
Application Number:	13533465
Application Number:	13744400
CORRESPONDENCE DATA	
Fax Number:	7329361401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	732-936-1400
Email:	mike@sp-ip.com
Correspondent Name:	Michael P. Straub
Address Line 1:	788 Shrewsbury Avenue

CH \$320.00 12693421

Address Line 4: Tinton Falls, NEW JERSEY 07724

ATTORNEY DOCKET NUMBER:

NEXT-3D SECURITY AGREEMEN

NAME OF SUBMITTER:

Michael P. Straub

Signature:

/Michael P. Straub, Reg. #36,941/

Date:

08/09/2013

Total Attachments: 2

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Security Agreement

Between: Michael P. Straub, partner of Straub & Pokotylo; and

NEXT3D, Inc., a corporation of Georgia, having a place of business at 171 17th Street, NW Suite 1550, Atlanta, GA 30363,

wherein David Michael Cole is signing on behalf of Next3D, Inc. in his capacity as President of Next3D, Inc.

Whereas Next3D, Inc. and David Michael Cole are interested in having various patent and/or patent application related work performed, but payment for said work may be subject to delay and/or payment for previously provided services may be subject to delay; and

Whereas Michael P. Straub, as a partner of Straub & Pokotylo, is willing to proceed with various patent and/or patent application related work subject to a security interest being granted in the patent applications owned or assigned to NEXT3D, Inc., said security interest to be relinquished upon payment in full to Straub & Pokotylo of previous invoices from Straub & Pokotylo to Next3D, Inc. for services that have been rendered and payment for services and fees relating to additional work performed if said payment in full is made within 2 years of this agreement and prior to a bankruptcy filing.

The undersigned hereby grants Michael P. Straub a recordable security interest in the U.S. Patent Applications 12/693,421, 61/146,668, 12/727,122, 61/161,397, 61/157,873, 12/862,457, PCT/US2010/046536, 61/236,208, 13/187,506, 61/366,089, 61/510,050, 13/443,597, 61/473,799, 13/443,864, 13/533,465, 61/473,809, 61/652,111, 13/744,400 and 61/587,642 and any other patent applications or patents filed on behalf of, assigned to, or acquired by Next 3D, Inc., prior to payment in full for all outstanding invoices and any work or fees relating to work performed prior to or after this agreement is executed.

In the event of either: i) a bankruptcy filing by Next3D, Inc. prior to payment in full for any outstanding unpaid invoices issued by Straub & Pokotylo to Next3D, Inc. and payment for services and fees relating to work performed for Next3D, Inc. or ii) failure to pay in full within two years of the effective date, **April 25, 2013**, of this agreement, the currently outstanding invoices issued by Straub & Pokotylo to Next3D, Inc. and pay in full for services and fees relating to any additional work performed for Next3D, Inc., the patents and patent applications in which a security interest is granted by this agreement are hereby assigned to Michael P. Straub.

In the event the above conditions relating to assignment are satisfied this document is to be interpreted as an assignment of the full right title and interest in and to the patent applications, patents, and any patents issuing therefrom or from continuation or divisional applications or any other application which are filed claiming priority or benefit of any of said patent applications or patents.

This agreement may be recorded against and/or in the files relating to any patents and/or patent applications to which this agreement relates.

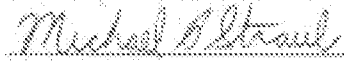
This security interest may be assigned.

The undersigned hereby grant(s) the law firm of Straub & Pckotylo, Michael P. Straub, and any other representative of the Assignee, the power to insert on this Assignment any further identification, including the application serial number or numbers, which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25th day of April, 2013.


David Michael COLE
President of Next3D, Inc.
on behalf of Next3D, Inc

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25th day of April, 2013.


Michael P Straub