

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2588150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WIRELESS INK CORPORATION	10/21/2013
RECEIVING PARTY DATA	
Name:	ENGAGELOGIC CORPORATION
Street Address:	373 SMITHTOWN BYPASS
Internal Address:	SUITE 361
City:	HAUPPAUGE
State/Country:	NEW YORK
Postal Code:	11788-2516
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13364950
CORRESPONDENCE DATA	
Fax Number:	(631)393-6271
Phone:	631-393-6270
Email:	nyoffice@rml-law.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JOSEPH B. RYAN
Address Line 1:	48 SOUTH SERVICE ROAD, SUITE 100
Address Line 2:	RYAN, MASON & LEWIS, LLP
Address Line 4:	MELVILLE, NEW YORK 11747
ATTORNEY DOCKET NUMBER:	1018-2 CON3
NAME OF SUBMITTER:	JOSEPH B. RYAN
Signature:	/joseph b. ryan/
Date:	10/23/2013

OP \$40.00 13364950

Total Attachments: 11

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SECURITY AGREEMENT

This Security Agreement (the "**Agreement**") is made effective October 21, 2013 between Wireless Ink Corporation (the "**Grantor**"), a Delaware corporation and Engagelogic Corporation, (the "**Secured Party**").

1. Defined Terms.

1.1 Definitions. As used in this Agreement, the following terms will have the meanings indicated:

1.1.1 "**Collateral**" means all property and rights in property described in Exhibit A attached hereto and incorporated herein for all purposes, now owned or hereafter at any time acquired by the Grantor.

1.1.2 "**Equipment**" means all machinery, equipment, furniture, furnishings and fixtures used or held for use by the Grantor in the conduct of its business as currently conducted and as it is conducted throughout the term of this Agreement including all accessions, accessories and attachments thereto, and any guaranties, warranties, indemnities and other agreements of manufacturers, vendors and others with respect to such Equipment.

1.1.3 "**Event of Default**" has the meaning given to such term in Section 14.2 hereof.

1.1.4 "**Financing Statement**" has the meaning given to such term in Section 3 hereof.

1.1.5 "**Lien**" means any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases), in, of or on any assets or properties of the Person referred to.

1.1.6 "**Note**" means that certain Secured Promissory Note provided by Grantor to the Secured Party dated October 21, 2013.

1.1.7 "**Obligations**" means (a) all liabilities and obligations of the Grantor to the Secured Party of every kind, nature or description under the Note, (b) all liabilities of the Grantor under this Agreement, and (c) in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred.

1.1.8 "**Person**" means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

1.1.9 "**Security Interest**" has the meaning given such term in Section 2 hereof.

1.2 UCC Definitions. All other terms used in this Agreement that are not specifically defined herein have the meaning assigned to such terms in Article 9 of the Uniform Commercial Code as adopted in the State of New York as of the date of this Agreement.

2. Grant of Security Interest.

As security for the payment and performance of all of the Obligations, the Grantor hereby grants to the Secured Party a security interest (the "***Security Interest***") in all of the Grantor's respective rights, title, and interest in and to the Collateral.

3. Title to Collateral.

The Grantor represents and warrants that it has (or will have at the time it acquires rights in Collateral hereafter acquired or arising) and will maintain so long as the Security Interest may remain outstanding, title to each item of Collateral (including the proceeds and products thereof), free and clear of all Liens. The Grantor will defend the Collateral against all claims or demands of all Persons (other than the Secured Party) claiming the Collateral or any interest therein. As of the date of execution of this Security Agreement, no effective financing statement or other similar document used to perfect and preserve a security interest under the laws of any jurisdiction (a "***Financing Statement***") covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Secured Party relating to this Agreement.

4. Disposition of Collateral.

The Grantor will not sell, lease or otherwise dispose of any Collateral except in the ordinary course of business.

5. Name and Jurisdiction of Organization.

The Grantor represents and warrants that the Grantor's legal name is as set forth in the opening paragraph hereof, and that the Grantor is organized and in good standing in the State of Delaware. The Grantor will not change its name or jurisdiction of organization unless the Secured Party has been given at least 30 days prior written notice thereof.

6. Further Assurances; Attorney-in-Fact.

6.1 Further Assurances. The Grantor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Secured Party may reasonably request, in order to perfect and protect the Security Interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral (but any failure to request or assure that the Grantor execute and deliver such instrument or documents or to take such action will not affect or impair the validity, sufficiency or enforceability of this Agreement and the Security Interest, regardless of whether any such item was or was not executed and delivered or action taken in a similar context or on a prior occasion). Without limiting the generality of the foregoing, the Grantor will, promptly and from time to time at the request of the Secured Party: (i) obtain from any bailee holding any

item of Collateral an acknowledgement, in form satisfactory to the Secured Party that such bailee holds such collateral for the benefit of the Secured Party; and (ii) request waivers, in form satisfactory to the Secured Party, of any claim to any Collateral from any landlords or mortgagees of any property where any Collateral is located; provided, however, that a failure to obtain such waiver shall not operate as a breach of the Grantor's obligations hereunder.

6.2 Financing Statements. The Grantor hereby authorizes the Secured Party to file one or more Financing Statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Collateral without the signature of the Grantor. The Grantor irrevocably waives any right to notice of any such filing. A photocopy or other reproduction of this Agreement or any Financing Statement covering the Collateral or any part thereof will be sufficient as a Financing Statement where permitted by law.

6.3 Identification of Collateral. The Grantor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail and in form and substance reasonably satisfactory to the Secured Party. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Grantor relating thereto and in all invoices and reports with respect thereto that may be furnished to the Secured Party by the Grantor under this Section 6.3. As of the time when each Account or each item of Chattel Paper arises, Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

6.4 Attorney-in-Fact. In furtherance, and not in limitation, of the other rights, powers and remedies granted to the Secured Party in this Agreement, upon the occurrence and during the continuation of an Event of Default, the Grantor hereby appoints the Secured Party the Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's good faith discretion, to take any action (including the right to collect on any Collateral) and to execute any instrument that the Secured Party may reasonably believe is necessary or advisable to accomplish the purposes of this Agreement, in a manner consistent with the terms hereof.

7. Taxes and Claims.

The Grantor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest, as well as all other claims of any kind (including claims for labor, material and supplies) against or with respect to the Collateral, except to the extent (a) such taxes, charges or claims are being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (c) such taxes, charges or claims are adequately reserved against on the Grantor's books in accordance with generally accepted accounting principles.

8. Books and Records.

The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

9. Inspection, Reports, Verifications.

The Grantor will at all reasonable times permit the Secured Party or its representatives to examine or inspect any Collateral, any evidence of Collateral and the Grantor's books and records concerning the Collateral, wherever located.

10. Notice of Loss.

The Grantor will promptly notify the Secured Party of any loss of or material damage to any material item of Collateral or of any substantial adverse change, known to Grantor, in any material item of Collateral.

11. Insurance.

11.1 Required Insurance. The Grantor will keep the Equipment insured against "all risks" for the full replacement cost thereof subject to a deductible, and with an insurance company or companies, satisfactory to the Secured Party, the policies to protect the Secured Party as its interests may appear, with such policies or certificates with respect thereto to be delivered to the Secured Party at its request. Each such policy or the certificate with respect thereto will provide that such policy will not be canceled or allowed to lapse unless at least 30 days prior written notice is given to the Secured Party. The Secured Party hereby acknowledges that the insurance policy or policies held by Grantor with respect to the Equipment as of the date of this Agreement, and any substantially similar policy or policies subsequently purchased by the Secured Party, are satisfactory to the Secured Party.

11.2 Assignment of Proceeds. As additional security for the payment and performance of the Obligations, the Grantor hereby assigns to the Secured Party for the Secured Party's benefit any and all monies (including proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of the Grantor with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto. At any time, whether before or after the occurrence of any Event of Default, the Secured Party may (but need not), in the Secured Party's name or in Grantor's name, execute and deliver proofs of claim, receive all such monies, indorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any claim against the issuer of any such policy. Notwithstanding any of the foregoing, so long as no Event of Default exists the Grantor will be entitled to all insurance proceeds with respect to Equipment provided that such proceeds are applied to the cost of replacement Equipment.

12. Lawful Use.

The Grantor will use and keep the Collateral, and will require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance.

13. Action by the Secured Party.

If the Grantor at any time fails to perform or observe any of the foregoing agreements, upon written notice to the Grantor, the Secured Party will have (and the Grantor hereby grants to the Secured Party) the right, power and authority (but not the duty) to perform or observe such agreement on behalf and in the name, place and stead of the Grantor (or, at the Secured Party's option, in the Secured Party's name) and to take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of Liens, the procurement and maintenance of insurance, the execution of assignments and security agreements, and the indorsement of instruments); and the Grantor will thereupon pay to the Secured Party on demand the amount of all monies expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Secured Party in connection with or as a result of the performance or observance of such agreements or the taking of such action by the Secured Party, together with interest thereon from the date expended or incurred at the highest lawful rate then applicable to any of the Obligations, and all such monies expended, costs and expenses and interest thereon will be part of the Obligations secured by the Security Interest.

14. The Secured Party's Duties.

14.1 Nature of Powers. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and will not impose any duty upon it to exercise any such powers. The Secured Party will be deemed to have exercised reasonable care in the safekeeping of any Collateral in its possession if such Collateral is accorded treatment substantially equal to the safekeeping which the Secured Party accords its own property of like kind. Except for the safekeeping of any Collateral in its possession and the accounting for monies and for other properties actually received by it hereunder, the Secured Party will not have any duty, as to any Collateral, as to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral.

14.2 Default. Each of the following occurrences will constitute an Event of Default under this Agreement: (a) the Grantor fails to observe or perform any covenant or agreement applicable to the Grantor set forth in this Agreement and fails to diligently commence, within ten (10) days after written notice from the Secured Party, to cure the same; or (b) any representation or warranty made by the Grantor in this Agreement or in any financial statements, or reports or certificates heretofore or at any time hereafter submitted by or on behalf of the Grantor to the Secured Party proves to have been false in any material respect or materially misleading when made; or (c) Grantor materially breaches its payment obligations under the Note and subsequently any Person with the obligation to guaranty such obligations has breached such guaranty and Grantor fails to cure or cause a third party to cure the same within ten (10) days after written notice from the Secured Party.

14.3 Remedies on Default. Upon the occurrence and during the continuation of an Event of Default:

14.3.1 The Secured Party may exercise and enforce any and all rights and remedies available upon default to a secured party under Article 9 of the Uniform Commercial Code as adopted in the State of New York.

14.3.2 The Secured Party will have the right to enter upon and into and take possession of all or such part or parts of the properties of the Grantor as may be necessary or appropriate in the judgment of the Secured Party to permit or enable the Secured Party to store or sell all or any part of the Collateral, as the Secured Party may elect, and to use and operate said properties for said purposes and for such length of time as the Secured Party may deem necessary or appropriate for said purposes without the payment of any compensation to Grantor therefor until the Obligations are paid in full. The Secured Party may require the Grantor to, and the Grantor hereby agrees that it will, at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place or places to be designated by the Secured Party.

14.3.3 Any disposal of Collateral may be in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, at any exchange, broker's board or elsewhere, for cash, on credit, or for future delivery and upon such other terms as the Secured Party may reasonably believe are commercially reasonable. The Secured Party will not be obligated to dispose of Collateral regardless of notice of sale having been given, and the Secured Party may adjourn any public or private sale from time to time by announcement made at the time and place fixed therefor, and such disposition may, without further notice, be made at the time and place to which it was so adjourned.

14.3.4 If notice to the Grantor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice will be deemed commercially reasonable if given in the manner specified for the giving of notice in Section 15 hereof at least 10 calendar days prior to the date of intended disposition or other action, and the Secured Party may exercise or enforce any and all other rights or remedies available by law or agreement against the Collateral, against the Grantor, or against any other Person or property. The Secured Party (i) may dispose of the Collateral in its then present condition or following such preparation and processing as the Secured Party deems commercially reasonable, (ii) will have no duty to prepare or process the Collateral prior to sale, (iii) may disclaim warranties of title, possession, quiet enjoyment and the like, and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and none of the foregoing actions will be deemed to adversely affect the commercial reasonableness of the disposition of the Collateral.

14.4 Application of Proceeds. All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, or then or at any time thereafter be applied in whole or in part by the Secured Party against, all or any part of the Obligations (including, without limitation, any expenses of the Secured Party payable pursuant to Section 14.5 hereof).

14.5 Costs and Expenses; Indemnity. The Grantor will pay or reimburse the Secured Party on demand for all out-of-pocket expenses (including in each case all filing and recording fees and taxes and all reasonable fees and expenses of counsel and of any experts and agents) incurred by the Secured Party in connection with the creation, perfection, protection, satisfaction, foreclosure or enforcement of the Security Interest and the preparation, administration, continuance, amendment or enforcement of this Agreement, and all such costs and expenses will be part of the Obligations secured by the Security Interest. The Grantor will indemnify and hold the Secured Party harmless from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement and the Security Interest hereby created (including enforcement of this Agreement) or the Secured Party's actions pursuant hereto, except claims, losses or liabilities resulting from the Secured Party's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Any liability of the Grantor to indemnify and hold the Secured Party harmless pursuant to the preceding sentence will be part of the Obligations secured by the Security Interest. The obligations of the Grantor under this Section will survive any termination of this Agreement.

14.6 Waivers; Remedies; Marshalling. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver so signed will be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act will not preclude the exercise or enforcement of any rights and remedies available to the Secured Party. All rights and remedies of the Secured Party will be cumulative and may be exercised singly in any order or sequence, or concurrently, at the Secured Party's option, and the exercise or enforcement of any such right or remedy will neither be a condition to nor bar the exercise or enforcement of any other. The Grantor hereby waives all requirements of law, if any, relating to the marshalling of assets that would be applicable in connection with the enforcement by the Secured Party of its remedies hereunder, absent this waiver.

15. Notices.

Any notice or other communication to any party in connection with this Agreement will be in writing and will be sent by manual delivery, facsimile transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party will have specified to the other party hereto in writing. All periods of notice will be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from 4 days after the date of mailing if mailed.

16. Continuing Security Interest.

This Agreement will (a) create a continuing security interest in the Collateral and will remain in full force and effect until payment in full of the Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Secured Party and its successors, transferees, and assigns.

17. Termination of Security Interest.

Upon payment in full of the Obligations, the Security Interest granted hereby will terminate. Upon any such termination, the Secured Party will return to the Grantor such of the Collateral and proceeds thereof then in the possession of the Secured Party that have not been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Grantor such documents as the Grantor will reasonably request to evidence such termination. Any reversion or return of Collateral upon termination of this Agreement and any instruments of transfer or termination will be at the expense of the Grantor and will be without warranty by, or recourse on, the Secured Party. As used in this Section, "Grantor" includes any assigns of Grantor, any Person holding a subordinate security interest in any of the Collateral or whoever else may be lawfully entitled to any part of the Collateral.

18. Additional Provisions.

18.1 Governing Law. The validity, construction and enforceability of this Agreement will be governed by the laws of the State of New York, without giving effect to conflict of laws principles thereof, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are required by law to be governed by the laws of a jurisdiction other than the State of New York. Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto will be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto will be held to be prohibited or invalid under such applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

18.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument.

19.3 No Fraudulent Conveyance. It is the intention of the Grantor and the Secured Party that this Agreement not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

GRANTOR:

Wireless Ink Corporation

By: 

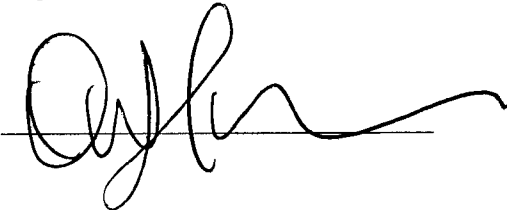
Its: President

Notice Address:

Wireless Ink Corporation
P.O. Box 261
East Islip, New York 11730-0261

SECURED PARTY:

Engagelogic Corporation

By: 

Its: President

Notice Address:

Engagelogic Corporation
373 Smithtown Bypass
Suite 361
Hauppauge, New York 11788-2516

EXHIBIT A

DESCRIPTION OF COLLATERAL

All of Grantor's right, title and interest in and to all present and future Clients, Accounts, accounts receivable, Chattel Paper, Documents, Instruments, Deposit Accounts, General Intangibles (including, without limitation, all present and future choses and things in action, goodwill, customer lists, mailing lists, purchase orders and tax refunds), and returned goods; all present and hereafter acquired Goods and Inventory wherever located, including, but not limited to, all present and future goods held for sale or lease or to be furnished under a contract of service and all raw materials, work in process and finished goods; all present and hereafter acquired Equipment and fixtures wherever located; all present and future dies, drawings, blueprints, catalogs and computer programs; all present and future books and records pertaining to any of the foregoing and the equipment containing said books and records. Except as otherwise defined herein, capitalized terms will have the meaning ascribed to such terms as defined in the Delaware Uniform Commercial Code - Secured Transactions. In respect of any of the foregoing items of collateral which are leased by the Grantor under contractual lease arrangements disclosed to the Secured Parties, the security interest perfected hereby will include the leasehold interest only of the Grantor, together with any options to purchase any of said items and any additional or greater rights with respect to such items which the Grantor may not have or hereafter acquire.

All of the Grantor's right, title and interest in and to all computer software (including, but not limited to, the design and design concepts, the computer operating programs, computer application programs, source codes and object codes, operating codes, software engines, tools, modules and routines, program structure, sequence and organization, screen images produced by such computer software and the "look and feel" aspects thereof, and all related know-how, trademarks, trade secrets, processes, procedures, specifications, techniques, algorithms and formulae and all other copyrightable or patentable work reduced to practice or tangible expression and any and all other elements of such computer software), whether recorded onto paper or other fixed media or stored electronically in magnetic media or stored, recorded or maintained in any media of any kind or nature or by other means, any and all user and technical documentation and other materials related to such computer software.

All Trademarks, Patents and Copyrights (as defined below), all trade secrets, intellectual property rights in computer software and computer software products, design rights which may be available to the Grantor, and all rights to proceeds arising from any and all claims for damages by way of past, present and future infringement of any of the foregoing (including the right, but not the obligation, to sue on behalf of and collect such damages for said use or infringement), all licenses to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights. As used herein, "Trademarks" means and refers to any trademark, trade name, service mark right, whether or not registered, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor associated with or symbolized by such trademarks; "Patents" means and refers to all patents, patent applications, letters patent

and like protections of the United States of America including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; and "Copyrights" protections in each work or authorship and derivative work thereof that is created by the Grantor, whether published or unpublished, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

All of the Grantor's Equipment. As used herein, "Equipment" means all machinery, equipment, furniture, furnishings and fixtures used or held for use by the Grantor in the conduct of its business, including all accessions, accessories and attachments thereto, and any guaranties, warranties, indemnities and other agreements of manufacturers, vendors and others with respect to such Equipment.

TOGETHER WITH all proceeds and products of all or any of the foregoing, including but not limited to accounts, accounts receivable, general intangibles, money, deposit accounts, goods, chattel paper, documents, instruments, insurance proceeds, and any other tangible or intangible property received upon the sale or other disposition of all or any of the foregoing.