

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2629832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GROUNDSWELL TECHNOLOGIES, INC.	10/25/2013
RECEIVING PARTY DATA	
Name:	PHILIP J. MCKENNA
Street Address:	321 E. MISSION STREET
City:	SANTA BARBARA
State/Country:	CALIFORNIA
Postal Code:	93101
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	08075642
Patent Number:	6915211
CORRESPONDENCE DATA	
Fax Number:	(805)966-3320
Phone:	805-966-2440
Email:	smartin@rppmh.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SHERRIE MARTIN
Address Line 1:	1421 STATE STREET, STE. B
Address Line 4:	SANTA BARBARA, CALIFORNIA 93101
NAME OF SUBMITTER:	SHERRIE MARTIN
Signature:	/s/ Sherrie Martin/
Date:	11/26/2013
Total Attachments: 5 source=PatentSecurityAgr-Grounds-Signed#page1.tif source=PatentSecurityAgr-Grounds-Signed#page2.tif source=PatentSecurityAgr-Grounds-Signed#page3.tif source=PatentSecurityAgr-Grounds-Signed#page4.tif source=PatentSecurityAgr-Grounds-Signed#page5.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Patent Security Agreement") is made and entered into, effective as of October 25, 2013 (the "Effective Date"), between **GROUNDSWELL TECHNOLOGIES, INC.**, a Delaware corporation ("Debtor"), and **PHILIP J. MCKENNA**, as Collateral Agent (in such capacity, the "Collateral Agent") for secured parties (each, "Secured Party" and collectively, the "Secured Parties") listed on **APPENDIX 1** and **APPENDIX 2** to that certain Security Agreement dated concurrently herewith by and between Debtor and Collateral Agent (the "Security Agreement"), with reference to the following facts.

RECITALS:

A. Debtor and Secured Parties are parties to that certain Loan Agreement dated as of October 25, 2013 (as it may from time to time be amended, supplemented, modified, restated or amended and restated, the "Loan Agreement"), pursuant to the terms of which, *inter alia*, the Secured Parties loaned funds to Debtor under that certain Loan Agreement.

B. Secured Parties have made certain loans to Debtor as further described in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Secured Party the Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and this Agreement.

C. The parties have agreed to execute this Agreement to implement their agreements under the Loan Agreement and memorialize Debtor's grant of a first-priority lien in the "Patent Collateral" (as defined below).

AGREEMENTS:

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, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Debtor hereby grants to Collateral Agent on behalf of the Secured Parties a continuing first priority security interest (subject to Permitted Liens) in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

1.1 all of its Patents, including, without limitation, those patents and applications, registrations and recordings described in **SCHEDULE A** attached hereto and made a part hereof, and licenses relating to Patents to which it is a party;

1.2 all reissues, continuations, continuations-in-part or extensions of the foregoing; and

1.3 all products and proceeds of the foregoing, including, any claim by Debtor against third parties for past, present or future infringement or dilution of any Patent or any license relating to a Patent.

2. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the security interest created hereby secures the payment and performance of all of the Obligations (as defined in the Security Agreement), whether now existing or arising hereafter.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of each 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.

4. **AUTHORIZATION TO SUPPLEMENT.** If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto, subject to the terms of the Security Agreement. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights as provided in the Security Agreement.

5. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other loan document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

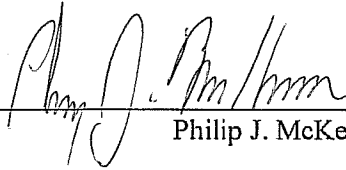
[Signatures appear on the following page.]

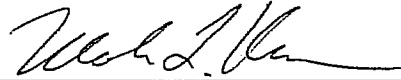
IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"COLLATERAL AGENT:"

"DEBTOR:"

GROUNDSWELL TECHNOLOGIES, INC., a
Delaware Corporation


Philip J. McKenna

By: 
Mark Kram, President

Address, Facsimile No. and Email for Notices:

Address, Facsimile No. and Email for Notices:

321 E. Mission Street
Santa Barbara, CA 93101

136 W. Canon Perdido, Suite C
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Facsimile No.: (805) 687-0912
Email: mckennapj@cox.net


Facsimile No. (805) 456-0263
Email: mark.kram@groundswelltech.com

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"COLLATERAL AGENT:"

"DEBTOR:"

GROUNDSWELL TECHNOLOGIES, INC., a
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By: 
Mark Kram, President

Philip J. McKenna

Address, Facsimile No. and Email for Notices:

321 E. Mission Street
Santa Barbara, CA 93101

Facsimile No.: () _____
Email: mckennapj@cox.net

Address, Facsimile No. and Email for Notices:

136 W. Canon Perdido, Suite C
Santa Barbara, CA 93101

Facsimile No. (805) 456-0263
Email: mark.kram@groundswelltech.com

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS

Patent No.	Title	Issue Date
6,915,211	GIS BASED REAL-TIME MONITORING AND REPORTING SYSTEM	July 5, 2005

PATENT APPLICATIONS

Application/Patent No.	Title	Filing/Pub Date	Docket Number
	INTERACTIVE RESOURCE MONITORING SYSTEM WITH INTERACTIVE LOGIC CONTROL		G007100300