

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2721737

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VNOMICS CORP.	01/28/2014
RECEIVING PARTY DATA	
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY
Street Address:	ONE M&T PLAZA
Internal Address:	ATTN: OFFICE OF GENERAL COUNSEL
City:	BUFFALO
State/Country:	NEW YORK
Postal Code:	14203
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	13313403
Application Number:	13404897
Patent Number:	8258514
Patent Number:	8175848
Application Number:	12077775
Application Number:	11437966
CORRESPONDENCE DATA	
Fax Number:	(585)419-8813
Phone:	585-419-8636
Email:	harrisbeachip@harrisbeach.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	NEAL L. SLIFKIN
Address Line 1:	99 GARNSEY ROAD
Address Line 4:	PITTSFORD, NEW YORK 14534
ATTORNEY DOCKET NUMBER:	269539
<b>PATENT</b>	

NAME OF SUBMITTER:	NEAL L. SLIFKIN
Signature:	/neal l. slifkin/
Date:	02/11/2014
Total Attachments: 8 source=int20CD#page1.tif source=int20CD#page2.tif source=int20CD#page3.tif source=int20CD#page4.tif source=int20CD#page5.tif source=int20CD#page6.tif source=int20CD#page7.tif source=int20CD#page8.tif	

## COLLATERAL ASSIGNMENT OF PATENTS AND LICENSES

THIS COLLATERAL ASSIGNMENT OF PATENTS AND LICENSES is dated as of January 27, 2014 and is made by VNOMICS CORP., a Delaware corporation with an address of 175 Sully's Trail, Suite 203, Pittsford, New York 14534 (the "*Grantor*") in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with an address of One M&T Plaza (Attn: Office of General Counsel), Buffalo, New York 14203 (the "*Secured Party*").

Grantor hereby agrees as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"*Collateral*" has the meaning set forth in Section 2.

"*Loan Agreement*" means that certain Amended and Restated Loan Agreement dated as of even date herewith, together with all future amendments, supplements and restatements thereto and thereof.

"*Loan Documents*" has the meaning set forth in Section 3.

"*Obligations*" has the meaning given to it in the Loan Agreement.

"*PTO*" means the United States Patent and Trademark Office.

"*UCC*" means the Uniform Commercial Code as in effect in the State of New York.

(b) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all."

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and collateral assignment of all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*");

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including the patents and patent applications described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all of Grantor's rights and interests under all licenses of patents and patent rights, copyrights and trademarks (including the patents and patent application licenses, and the other licenses described in Schedule B), all income and royalties with respect to such licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party in connection with the Loan Agreement and other security documents referred to therein or related thereto (including a Specific Security Agreement dated as of May 25, 2012 made by Grantor in favor of Secured Party) (collectively, the "Loan Documents"). The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Documents, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Grantor, and all licenses of patents and patent rights held by Grantor or in which Grantor has an interest, in whole or in part, is set forth in Schedule A and Schedule B.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest and collateral assignment granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable

Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Secured Party in a writing signed by the Grantor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. Authorization to Supplement. If Grantor 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, or acquire any license or other interest in any patent or patent application, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A and Schedule B, as the case may be, to include any such new patent and license rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A and Schedule B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A and Schedule B.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Documents.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

9. Entire Agreement; Amendment. This Agreement and the Loan Documents, together with the Schedules hereto and thereto, the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Documents, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Documents.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same

agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations and termination of all commitments and other agreements between the Grantor and Secured Party, the security interests created by this Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

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

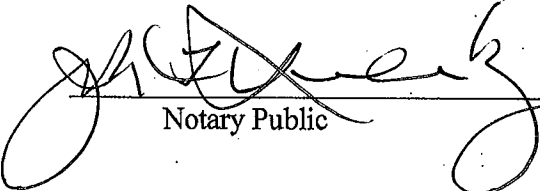
[Remainder of page intentionally left blank - Signature Page Follows]

VNOMICS CORP, f/k/a LIBAN, INC

By: David Chauncey  
David Chauncey, President

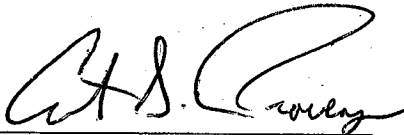
STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 27 day of January in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared David Chauncey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

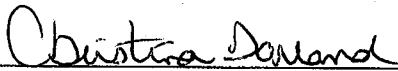
JOHN F. LIEBSCHUTZ  
Notary Public, State of New York  
Monroe County  
My Commission Expires August 31, 2017

MANUFACTURERS AND TRADERS  
TRUST COMPANY

By:   
Curt S. Provenzo, Vice President

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the 28 day of January in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Curt S. Provenzo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

CHRISTINA DORLAND  
No. 01ED5056765  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires 03/11/14

*Signature Page to Collateral Assignment of Patents and Licenses*

PATENT  
REEL: 032239 FRAME: 0649



SCHEDULE A  
TO COLLATERAL ASSIGNMENT OF PATENTS AND LICENSES

Grantor: Vnomics Corp.  
Secured Party: Manufacturers and Traders Trust Company

U.S. Provisional Patent Application No. 61/420,556, as converted to Regular Patent Application No. 13/313403 "System and Method for Measuring and Reducing Vehicle Fuel Waste", filed on 12/7/10.

U.S. Provisional Patent Application No. 61/446,778, as converted to Regular Patent Application No. 13/404,897 "System and Method for In-Vehicle Operator Training," filed on 2/25/11

*Schedule A to Collateral Assignment of Patents and Licenses*

**PATENT**  
**REEL: 032239 FRAME: 0650**

SCHEDULE B  
TO COLLATERAL ASSIGNMENT OF PATENTS AND LICENSES

Grantor: Vnomics Corp.  
Secured Party: Manufacturers and Traders Trust Company

License Agreement, dated September 1, 2009, between LIBAN, INC. (now by name change known as VNOMICS CORP.) and ROCHESTER INSTITUTE OF TECHNOLOGY covering:

Originally pending U.S. Patent Serial No. 12/077,779, "Sensor Fault Detection Systems and Methods Thereof," filed 3/21/08 and Foreign Patent filed 3/19/09, PCT/US2009/037687 – Issued as US Patent No. 8,258,514,

Originally pending U.S. Patent Serial No. 12/053,207, "Real Time Data Processing Systems and Methods Thereof," filed 3/21/08 and Foreign Patent filed 3/19/09, PCT/US2009/037680 – Issued as US Patent No. 8,175,848,

Pending U.S. Patent Serial No. 12/077,775, "Universal Data Acquisition and Onboard Measurement Systems and Methods Thereof," filed 3/21/08 and Foreign Patent filed 3/19/09, PCT/US2009/037858, and

Pending U.S. Patent Serial No.11/437/966, "Methods for Asset Health Management and Systems Thereof," (Publication No. US-2006-0282362-A1) filed 5/19/06 -- Foreign rights abandoned 12/19/07,

including any pending or issued United States or foreign patent with valid claims or any patent application or its derivatives, any continuing or provisional applications thereof and any patents issued on continuing (including without limitation continuation, divisional and continuation-in-part) and provisional applications, including reissues and re-examinations thereof.

License Agreement, dated April 14, 2010, between LIBAN, INC. (now by name change known as VNOMICS CORP.) and ROCHESTER INSTITUTE OF TECHNOLOGY ("RIT") covering:

Certain vehicle specific software customizations for the AHM COTS and HMS COTS software for the EPLS Product (all as defined in the License Agreement), that was developed by RIT under a Time and Materials Contract, and its continuations between RIT and Lockheed Martin as described in section 4.2 of the April 15, 2008 contract Statement of Work (SSOW00265), consisting of vehicle specific software code in the form of metadata XML files specific for the EPLS Product as required by Lockheed Martin listed below and including any Updates and Modifications (defined in the License), as well as the RIT Know How (defined in the License):

- A. Asset Health Management (AHM) Medium Tactical Vehicle Replacement (MTVR) Computer Software Component (CSC)
  - Mark (MK) 28 v. 3.4.0 Military Truck Variant
  - Mark (MK) 36 v. 3.4.0 Military Truck wrecker variant – this variant requires 4 DAC Nodes
- B. Asset Health Management (AHM) Light Armored Vehicle (LAV) CSC v.3.4.0
- C. Asset Health Management (AHM) Amphibious Assault Vehicle (AAV) CSC v. 3.2.

*Schedule B to Collateral Assignment of Patents and Licenses*