502720300 03/13/2014 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2766904

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		SECURITY AGREEMENT			
CONVEYING PARTY D	ΑΤΑ	-			
		Name		Execution Date	
HOBBIT WAVE, INC.				03/07/2014	
RECEIVING PARTY DATA					
Name:	JEFFREY O. PLANK				
Street Address:	9 HEMLOCK ROAD				
City:	WESTON				
State/Country:	MASSACHUSETTS				
Postal Code:	02943				
PROPERTY NUMBERS	Total: 7				
Property Type		Number			
Patent Number:		8064408			
Patent Number:		8559456			
Application Number:		14053512			
Application Number:		13788556			
Application Number:		13958416			
Application Number:		61895577			
Application Number:		61907715			
	·				
CORRESPONDENCE D	ATA				
. , ,		1)283-5776	_		
Correspondence will b US Mail.	e sent to the	e e-mail address first; if that is	s unsuccessful	l, it will be sent via	
Phone: 7812		835775			
Email:		ner@feinberghanson.com			
-		NBERG HANSON LLP, DAVID B. DREHER			
		IVER STREET TE 204			
		E 204 LESLEY, MASSACHUSETTS 02481			
		-			
		DAVID B. DREHER			
SIGNATURE:		/David B. Dreher/			
DATE SIGNED:		03/13/2014			
		This document serves as an	Oath/Declaratio	on (37 CFR 1.63).	

Total Attachments: 5

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HOBBIT WAVE, INC.

GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

March 7, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hobbit Wave, Inc., a Delaware corporation with its primary place of business at 10 Commerce Park North, Bedford, New Hampshire 03110 (the "<u>Grantor</u>"), and Jeffrey O. Plank, an individual residing at 9 Hemlock Road, Weston, MA 02943 (the "<u>Grantee</u>") hereby agree as follows:

Grantor hereby grants to the Grantee a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States patents and patent applications (the "<u>Patents</u>") set forth on <u>Schedule A</u> attached hereto (which <u>Schedule A</u> Grantor hereby represents and warrants to Grantee lists all United States patents and all applications for United States patents owned by Grantor as of the date hereof), (ii) any and all rights and privileges arising under applicable law with respect to Grantor's use of the Patents, (iii) any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (v) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) any and all rights to sue for past, present or future infringements thereof.

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement between the Grantor and the Grantee, dated as of March 7, 2014 (as amended, modified, restated and/or supplemented from time to time, the "<u>Security Agreement</u>"). This Grant of Security Interest in United States Patents (this "<u>Grant</u>") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Grantor shall have the duty, with respect to Patents that are necessary in the conduct of Grantor's business, to protect and diligently enforce and defend at Grantor's expense such Patents, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and filing for opposition, interference and cancellation against conflicting Patent rights of any person or entity, (B) to prosecute diligently any patent application that is necessary in the conduct of Grantor's business and part of the Patents pending as of the date hereof or hereafter until the termination of the Security Agreement and (C) to take all reasonable and necessary action to preserve and maintain all of Grantor's Patents and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use and affidavits of non-contestability. Grantor further agrees not to abandon any Patents or Patent license or other similar right that is necessary in the conduct of

Grantor's business. Grantor hereby agrees to take the steps described in this paragraph with respect to all new or acquired Patents to which it or any of its subsidiaries is now or later becomes entitled that is necessary in the conduct of Grantor's business.

Grantor acknowledges and agrees that the Grantee shall have no duties with respect to any Patents or Patent licenses or other similar rights of Grantor. Without limiting the generality of this paragraph, Grantor acknowledges and agrees that Grantee shall not be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Patents or Patent licenses or other similar rights against any other person or entity, but Grantee may do so at his option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be at the sole expense of the Grantor.

As soon as available and in any event within 120 days after the end of each fiscal year of the Grantor, Grantor shall provide the Grantee with any additional Grants of Security Interest in United States Patents necessary to record with the United States Patent and Trademark Office the Grantee's Lien on the United States Patents (and applications therefor) owned by Grantor and included in the Collateral.

Grantor shall take all reasonable steps that Grantor deems appropriate under the circumstances, using its reasonable business judgment, to maintain the confidentiality of (to the extent permissible under applicable law), and otherwise protect and enforce its rights in, the Patents that are necessary in the conduct of Grantor's business.

Grantor shall not enter into any Patent license or other similar right material to the business of Grantor to receive any license or rights in any Patents of any other person or entity unless Grantor has used commercially reasonable efforts to not prohibit the assignment of or grant of a security interest in such Patent license or other similar right (and all rights of Grantor thereunder) to the Grantee.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

<u>GRANTOR</u>:

HOBBIT WAVE, INC.

Worden

By: $\frac{7}{1000}$ Woodsum Name: Harvey Woodsum Title: President $\frac{6}{1000}$

GRANTEE:

Jeffrey O. Plank

[Signature Page to Grant of Security Interest in United States Patents]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRANTOR:

HOBBIT WAVE, INC.

By: Name: Harvey Woodsum Title: President

GRANTEE:

Jeffrey O. Plank

[Signature Page to Grant of Security Interest in United States Patents]

SCHEDULE A

Country/ Matter	Patent No. or Serial No.	Filing Date	Title
US 3	8,064,408	11-22-2011	BEAMFORMING DEVICES AND METHODS
US 4	8,559,456	10-15-2013	BEAMFORMING DEVICES AND METHODS
US 5	14/053,512	10-14-2013	BEAMFORMING DEVICES AND METHODS
US 3	13/788,556	03-07-2013	DEVICES AND METHODS USING THE HERMETIC TRANSFORM
US 1	13/958,416	08-02-2013	DEVICES AND METHODS USING THE HERMETIC TRANSFORM FOR TRANSMITTING AND RECEIVING SIGNALS USING OFDM
US 1	61/895,577	10-25-2013	DEVICES AND METHODS EMPLOYING HERMETIC TRANSFORMS FOR ENCODING AND DECODING DIGITAL INFORMATION IN SPREAD-SPECTRUM COMMUNICATION SYSTEMS
US 1	61/907,715	11-22-2013	RADAR USING HERMETIC TRANSFORMS