



07/22/2014

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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103668322

07/22/14

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

AES Technologies, LLC

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Stache Investments Corporation

Internal Address: \_\_\_\_\_

Street Address: 4101 Gulf Shore Boulevard North,

Suite 16-S

City: Naples

State: Florida

Country: USA Zip: 34103-2911

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 17, 2014

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

US 8,688,313

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Nicholas A. Campbell

Internal Address: Balch & Bingham LLP

Street Address: 841 Prudential Drive, Suite 1400

City: Jacksonville

State: Florida

Zip: 32207

Phone Number: (904) 348-6860

Docket Number: \_\_\_\_\_

Email Address: ncampbell@balch.com

**6. Total number of applications and patents involved: 1**

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

July 17, 2014

Date

Nicholas A. Campbell  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

### SHORT FORM PATENT SECURITY AGREEMENT

THIS AGREEMENT is made as of July 17, 2014, by AES TECHNOLOGIES, LLC, a Florida limited liability company (the "Pledgor"), whose address is 11554 Davis Creek Court, Jacksonville, Florida 32256, and STACHE INVESTMENTS CORPORATION, a Delaware corporation (the "Lender"), whose address is 4101 Gulf Shore Boulevard North, Suite 16-S, Naples, Florida 34103-2911.

WHEREAS, the Borrower has executed and delivered a Renewal Promissory Note (as amended, extended or renewed from time to time, the "Note") of even date herewith in an original principal amount of \$224,132.27 in favor of the Lender.

WHEREAS, as a condition precedent to the making of loans evidenced by the Note as well as any subsequent promissory notes and other specific obligations of the Pledgor, the Pledgor has executed and delivered to the Lender that certain Security Agreement (as amended and restated from time to time, the "Security Agreement") of even date herewith between the Pledgor and the Lender.

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to Lender, a security interest in, among other property, certain intellectual property of the Pledgor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, as applicable, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees with Lender as follows:

1. Grant of Security. Pledgor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Pledgor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

(a) United States Patent Number US 8,688,313 B2 issued by the United States Patent and Trademark Office and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (collectively, the "Patent");

(b) all rights of any kind whatsoever of Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Pledgor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Lender.
3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Patent Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

EXECUTED and delivered as of the day and year first above written.

PLEDGOR:

AES TECHNOLOGIES, LLC, a Florida limited liability company

By: 

Print Name: Walter C. McIntyre

Its: CEO

(SEAL)

LENDER:

STACHE INVESTMENTS CORPORATION, a Delaware corporation

By: 

Print Name: JAMES ZSEBOK

Its: VP FINANCE

(SEAL)



PATRICIA DAVIDSON  
Legal Secretary  
T: (904) 348-6870  
F: (866) 501-9968  
E: [pdavidson@balch.com](mailto:pdavidson@balch.com)

July 18, 2014

Mail Stop Assignment Recordation Services  
Director of the USPTO  
P.O. BOX 1450  
Alexandria, VA 22313-1450


**Re: Recording of Security Agreement**

Dear Sir or Madam:

Enclosed please find a Security Agreement which we ask that you record, together with your Cover Sheet and our check in the amount of \$40.00 to cover the cost of filing the Agreement.

Please contact us if you have any questions. Thank you for your help and assistance.

Very truly yours,

  
Patricia Davidson  
Legal Assistant

Enclosure

/pd