

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2970861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ONE NUMBER CORPORATION	07/07/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KRIEG DEVAULT LLP
<b>Street Address:</b>	ONE INDIANA SQUARE
<b>Internal Address:</b>	SUITE 2800
<b>City:</b>	INDIANAPOLIS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46204
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7680256
Patent Number:	7440565
Patent Number:	8107603
Patent Number:	8611511
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)636-1507
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(317) 238-6248
<b>Email:</b>	IPDOCKETING@KDLEGAL.COM
<b>Correspondent Name:</b>	ALASTAIR J. WARR
<b>Address Line 1:</b>	ONE INDIANA SQUARE
<b>Address Line 2:</b>	SUITE 2800
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204
<b>ATTORNEY DOCKET NUMBER:</b>	ONEN-8
<b>NAME OF SUBMITTER:</b>	GEORGE W. GRAY
<b>SIGNATURE:</b>	/George W. Gray/
<b>DATE SIGNED:</b>	08/06/2014
<b>Total Attachments: 5</b>	
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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of June 6, 2014, by One Number Corporation, an Indiana corporation (the "Grantor"), in favor of KRIEG DEVAULT LLP, with offices at One Indiana Square, Suite 2800, Indianapolis, Indiana 46204, and its successors and assigns (the "Firm").

Grantor has executed and delivered to the Firm a Promissory Note (the "Note") dated as of May 10, 2014 evidencing the Grantor's obligations to pay the Firm One Hundred Sixty-Eight Thousand Four Hundred Sixty-Four and 03/100 Dollars (\$168,464.03).

1) Pursuant to the terms of the Note, Grantor has granted to Firm a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in United States Patent No. 7,680,256, United States Patent No. 7,440,565, U.S. Patent No. 8,107,603, United State Patent No. 8,611,511, including any and all originals, parents, divisions, continuations, continuations-in-part, continuation examinations, extensions, reexaminations, reissues or post-issuance trial certificates that, now or hereafter, issue from, arise out of, descend from, or claim priority to any of the foregoing or any related applications of the foregoing patents identified above, whether directly or indirectly, existing or future; and any and all foreign patents, foreign patent applications and foreign counterparts that, now or hereafter, issue from, arise out of, descend from, or claim priority to any of the foregoing or any related applications of the foregoing patents identified in subpart "a" of this section, whether directly or indirectly, existing or future (collectively the "Patent Portfolio"), to secure the payment of all amounts owing by Grantor under the Note.

2) In consideration of the mutual agreements set forth herein and in the Note, the Grantor does hereby grant to Firm a continuing security interest in all of Grantor's right, title and interest in, to and under its Patent Portfolio.

3) So long as Grantor does not commit an Event of Default or an Event of Default does not otherwise occur, Grantor shall maintain full use and enjoyment of the Patent Portfolio to use consistent with and subject to the terms of this Agreement.

4) On occurrence of an event of default, Firm shall have the following remedies:

- a. Firm may, at any time after default, without notice to Grantor, declare all or any of the obligations immediately due and payable. Firm will have, in addition to all other rights and remedies, the rights and remedies of a Firm under the Uniform Commercial Code, including, without limitation, the right to sell, lease, or otherwise dispose of any or all of the Collateral.
- b. After deducting all costs and expenses of every kind incurred in, or incidental to, the retaking, holding, advertising, preparing for sale, or the selling, leasing, or otherwise disposing of the Collateral, including, but not limited to, attorney's fees, legal expenses, and cost of any repair considered necessary by

Firm, all of which costs and expenses Grantor agrees to pay, Firm may apply the net proceeds of any sale, license, lease, or other disposition of the collateral to payment of the obligation or obligations secured, whether due or not, in such order as Firm may elect. However, if Firm has transferred any of the obligations to another party, the net proceeds of any disposition of Collateral shall be applied first to payment of any notes constituting obligations in the order of their dates beginning with the note of earliest date (a note in extension or renewal being considered as if of the same date as the original note) and then to payment of any other obligations, whether due or not, in such order as Firm may elect. In applying net proceeds to payment of obligations, proper rebate for any unearned interest or discount will be made. Only after full payment of all obligations, and any other payments Firm may be required by law to make, need Firm account to Grantor for any surplus.

- c. Whenever an attorney is employed to collect any obligation or to enforce any right of Firm against Grantor under this security agreement, whether by suit or other means, Grantor agrees to pay an attorney's fees.

5) **EVENTS OF DEFAULT.** The following shall constitute Events of Default hereunder:

- a. Any failure to make any payment as required under the Promissory Note on or before the due date thereof.
- b. Any failure to perform any act required under the Promissory Note or under the terms of this Agreement.
- c. Firm determines that any of the representations and warranties made by the Grantor hereunder is untrue, inaccurate or misleading or has become untrue, inaccurate or misleading.

6) **GRANTOR' COVENANTS, REPRESENTATIONS AND WARRANTIES.** Grantor warrant, represent and covenant with and to the following:

- a. The Grantor have full right, power and authority to execute and deliver this Security Agreement and to grant the security interest in the Collateral as provided herein.
- b. The execution, delivery and performance of this Security Agreement have been duly authorized by all necessary corporate action.
- c. This Security Agreement has been duly executed and delivered by the Grantor and constitutes the legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws from time to time in effect affecting creditor's rights generally and by principles governing the availability of equitable remedies, and the grant of the security interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a

valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.

- d. Grantor shall take all reasonable steps to police potential infringement on the Patent Portfolio. Grantor shall notify Firm in writing upon learning of possible infringements on the Patent Portfolio. Any infringement that has a material adverse effect on the value of the Patent Portfolio or otherwise required by the Firm shall be prosecuted by the Grantor using all available legal avenues.
  - e. Grantor shall take any and all actions necessary to assure that the Patent Portfolio remain in effect and are fully enforceable throughout the term of this Agreement. This shall include, but is not limited to assuring that such Patent Portfolio are renewed on a timely basis.
  - f. Grantor shall not during the term of this Agreement, license any rights to use the Patent Portfolio or any portion thereof without the advanced written consent of the Firm, which consent may be withheld in the discretion of the Firm.
  - g. Grantor shall, upon written request from the Firm, execute and deliver any and all documents required by the United States Registrar of Patent Portfolio and any applicable office for the recordation of liens to perfect the security interest in the Patent Portfolio secured hereunder, assign the Patent Portfolio to the Firm following the occurrence of any Event of Default and release the security agreement as provided herein. The recordation, transmission, preparation costs, and all other costs and expenses related thereto shall be the obligation of the Grantor.
- 7) POWER OF ATTORNEY. The Grantor hereby constitutes and appoints the Firm its true and lawful attorney-in-fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Firm may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

8) MISCELLANEOUS PROVISIONS

- a. Any notice or demand upon any party shall be in writing and shall be deemed to have been received when personally delivered or when mailed through the U.S. Postal Service, postage prepaid, return receipt requested, or when shipped by private express carrier, shipment charges prepaid, to the party to whom delivery shall be made.
- b. No delay on the part of the Firm in exercising any of its rights, remedies, powers and privileges hereunder or under applicable law or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Security Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Grantor and the Secured Party.

- c. The rights, powers and remedies of the Firm herein provided are cumulative and not exclusive of any rights, powers or remedies which the Firm would otherwise have. The Grantor shall indemnify the Firm and save harmless the Firm from and against any liability, cost (including reasonable attorneys' fees) or damage which it may incur in connection with this Security Agreement and the security interest granted hereby, including, without limitation, any such liability, cost or damage it may incur in connection with the exercise, performance or preservation of any of its rights, powers and remedies set forth herein or otherwise available under law (except for any liability, cost or damage arising from the Firm's gross negligence or willful misconduct).
- d. This Security Agreement shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Firm and its successors and assigns, provided, however, the Grantor may not, without the prior written consent of the Firm, assign any of its rights or obligations hereunder to any person or entity. All agreements, representations and warranties made herein by the Grantor shall survive the execution and delivery of this Security Agreement.
- e. This Security Agreement is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.
- f. This Security Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by Indiana laws. This Security Agreement is intended to take effect as a sealed instrument.

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

*[The rest of the page is blank.]*

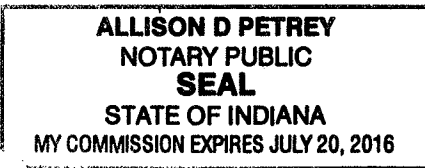
ONE NUMBER CORPORATION, an Indiana corporation

By: Brandon McLarty  
Brandon McLarty, President

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brandon McLarty, the President of One Number Corporation, an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing Patent and Trademark Security Agreement for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 7 day of July, 2014.



Allison D. Petrey  
Notary Public

Allison D. Petrey  
Notary Public (Printed)

My Commission Expires:

July 20, 2016

My County of Residence:

Hendricks

Accepted:

KRIEG DEVAULT LLP

By: [Signature]

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