

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2981241

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ASSIGNOR TO BE TRITON THALASSIC TECHNOLOGIES, INC. AND ASSIGNEE TO BE DOMINICK PAGANO previously recorded on Reel 033500 Frame 0723. Assignor(s) hereby confirms the ASSIGNOR IS TRITON THALASSIC TECHNOLOGIES, INC. AND THE ASSIGNEE IS DOMINICK PAGANO.

**CONVEYING PARTY DATA**

Name	Execution Date
TRITON THALASSIC TECHNOLOGIES, INC.	07/29/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	DOMINICK PAGANO
<b>Street Address:</b>	499 LIGHTFOOT ROAD
<b>City:</b>	LOUISVILLE
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40207

**PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	8125333
Patent Number:	7381976
Patent Number:	7282358
Patent Number:	7057189
Patent Number:	6201355
Patent Number:	5834784
Patent Number:	5626768
Patent Number:	7217936
Application Number:	11654475

**CORRESPONDENCE DATA**

**Fax Number:** (860)275-8299

*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.*

**Phone:** 860-275-8285

**Email:** jscheib@rc.com

**Correspondent Name:** JACQUELINE P. SCHEIB

**Address Line 1:** 280 TRUMBULL STREET

**Address Line 4:** HARTFORD, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	JACQUELINE P. SCHEIB
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/
<b>DATE SIGNED:</b>	08/14/2014
<b>Total Attachments: 7</b> source=Pagano-Patent Security Agreement#page1.tif source=Pagano-Patent Security Agreement#page2.tif source=Pagano-Patent Security Agreement#page3.tif source=Pagano-Patent Security Agreement#page4.tif source=Pagano-Patent Security Agreement#page5.tif source=Pagano-Patent Security Agreement#page6.tif source=Pagano-Patent Security Agreement#page7.tif	

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2971888

<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>
DOMINICK PAGANO	07/29/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRITON THALASSIC TECHNOLOGIES, INC.
<b>Street Address:</b>	241 ETHAN ALLEN HIGHWAY
<b>City:</b>	RIDGEFIELD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06877
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8125333
Patent Number:	7381976
Patent Number:	7282358
Patent Number:	7057189
Patent Number:	6201355
Patent Number:	5834784
Patent Number:	5626768
Patent Number:	7217936
Application Number:	11654475
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)275-8299
<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>	8602758285
<b>Email:</b>	jscheib@rc.com
<b>Correspondent Name:</b>	JACQUELINE P. SCHEIB
<b>Address Line 1:</b>	280 TRUMBULL STREET
<b>Address Line 2:</b>	ROBINSON & COLE LLP
<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103
<b>NAME OF SUBMITTER:</b>	JACQUELINE P. SCHEIB
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 29, 2014, between TRITON THALASSIC TECHNOLOGIES, INC., a Delaware corporation (the "Debtor"), and DOMINICK PAGANO, an individual (the "Secured Party").

The Debtor has occupied commercial premises owned by the Secured Party without paying the corresponding rental obligations for a prolonged period, and the accrued unpaid rental obligation as of this date is \$482,000.00 (the "Lease Arrearage"). The Secured Party has agreed to forbear from ejecting the Debtor as a tenant prior to September 1, 2014, and it is a condition precedent to Secured Party's forbearance that Debtor execute and deliver to Secured Party a security agreement regarding the Debtor's patents in the form hereof.

Debtor and Secured Party hereby agree as follows:

### **SECTION 1. Definitions; Interpretation.**

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

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

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

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Connecticut.

(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 Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all."

### **SECTION 2. Security Interest.**

(a) Grant of Security Interest. As security for the payment and performance of the Lease Arrearage, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor'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 Debtor 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 such patents and patent applications as 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 general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) 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.** Debtor 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.

### **SECTION 3. Supplement to Security Agreement.**

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under other security documents between the parties. 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 other agreements, all terms and provisions of which are incorporated herein by reference.

### **SECTION 4. Representations and Warranties.**

Debtor 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 Debtor, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

**SECTION 5. Further Acts.**

On a continuing basis, Debtor 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 granted or purported to be granted hereby, to ensure Debtor'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 Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor 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.

**SECTION 6. 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 Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A 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.

**SECTION 7. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder. Any assignment in violation of this Agreement shall be null and void.

**SECTION 8. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, 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 Connecticut.

**SECTION 9. Entire Agreement; Amendment.**

This Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede 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 Schedule hereto as provided in Section 6 hereof.

**SECTION 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.

**SECTION 11. Termination.**

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

**SECTION 12. No Inconsistent Requirements.**

Debtor 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 Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 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.

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

**TRITON THALASSIC TECHNOLOGIES, INC.**

By: 

Name: BARRY TESSLER 7/29/14  
Title: PRESIDENT

  
**DOMINICK PAGANO**



**SCHEDULE A**  
To the Patent Security Agreement

Debtor: **TRITON THALASSIC TECHNOLOGIES, INC.**

Issued U.S. Patents of Debtor

<b>PAT. NO.</b>	<b>Title</b>
1 <u>8,125,333</u>	<b>T</b> <u>Methods, systems and apparatus for monochromatic UV light sterilization</u>
2 <u>7,381,976</u>	<b>T</b> <u>Monochromatic fluid treatment systems</u>
3 <u>7,282,358</u>	<b>T</b> <u>Monochromatic fluid treatment systems</u>
4 <u>7,057,189</u>	<b>T</b> <u>Monochromatic fluid treatment systems</u>
5 <u>6,201,355</u>	<b>T</b> <u>Lamp for generating high power ultraviolet radiation</u>
6 <u>5,834,784</u>	<b>T</b> <u>Lamp for generating high power ultraviolet radiation</u>
7 <u>5,626,768</u>	<b>T</b> <u>Sterilization of opaque liquids with ultraviolet radiation</u>
8 <u>7,217,936</u>	<b>T</b> <u>System and method for product sterilization using UV light source</u>

Patent Applications of Debtor

Patent Application No.	Title	Filing Date
US 2009/0274576 A1	System and Method for Container Sterilization Using UV Light Source	November 5, 2009