

10/27/2014



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10/27/14
Government Records
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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)

Fastor Systems, Inc.

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

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

Execution Date(s) October 17th, 2014

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: David Sun

Internal Address: _____

Street Address: 17600 Newhope St.

City: Fountain Valley

State: California

Country: United States Zip: 92708

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

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

13-280,206;13-831,816;14-147,462;61-925,188

Additional numbers attached? Yes No

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

Name: Christine Yang

Internal Address: Law Offices of S.J. Christine Yang

Street Address: 17220 Newhope St. Suite 101-102

City: Fountain Valley

State: California Zip: 92708

Phone Number: (714) 641-4022

Docket Number: Fastor (Kingston)

Email Address: cyang@sjclawpc.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

10/28/2014 KNGUYEN1 00000009 13280206
Deposit Account Number 160.00-00

Authorized User Name _____

9. Signature:

10.21.2014

Date

Christine Yang

Name of Person Signing

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

12

PATENT

PLEDGE AGREEMENT

PLEDGE AGREEMENT dated as of October 17, 2014 (this "Agreement") made by Fastor Systems, Inc. ("Pledgor"), a Delaware corporation having an address at 4701 Patrick Henry Drive, Unit 23, Santa Clara, CA 95054 to David Sun having an address at 17600 Newhope Street Fountain Valley, CA 92708 ("Secured Party").

WITNESSETH:

WHEREAS, Pledgor desires to borrow from the Secured Party and Secured Party agrees to make a loan in the principal sum of [REDACTED] (the "Loan") to Pledgor, which Loan was evidenced by a Senior Secured Promissory Note dated October 17, 2014 (the "Note");

WHEREAS, in order to induce Secured Party to make the Loan, Pledgor has agreed to pledge to Secured Party the Pledged Collateral (as defined below) to secure the Obligations (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. Pledge. Pledgor hereby pledges to Secured Party, and grants to Secured Party a security interest in and to the assets listed on Exhibits A and B hereto (collectively, the "Pledged Collateral") including all proceeds of any or all of the foregoing Pledged Collateral. For purposes of this Agreement, the term "proceeds" shall include whatever is receivable or received when Pledged Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary, and shall include, without limitation, proceeds of any indemnity or guaranty payable to Pledgor from time to time with respect to any of the Pledged Collateral.

SECTION 2. Security for Obligations. This Agreement secures: (i) the payment of all obligations of Pledgor now or hereafter existing under the Note, whether for principal, interest, fees, expenses or otherwise; and (ii) all of the obligations of Pledgor now or hereafter existing under this Agreement (all such obligations being collectively referred to herein as the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Pledgor to Secured Party under the Note.

SECTION 3. Representations and Warranties. Pledgor represents, warrants and agrees as follows:

(a) The security interests pledged under this Agreement ("Pledged Interests") have been duly authorized and validly issued and are fully paid and non-assessable.

(b) Pledgor is the legal and beneficial owner of the Pledged Collateral free and clear of any liens, security interests, options or other charges or encumbrances except for the security interest created by this Agreement.

(c) The pledge of the Pledged Interests pursuant to this Agreement creates a valid and perfected first priority security interest in the Pledged Collateral, securing the payment of the Obligations. Concurrently with the execution of this Agreement, or at any time or from time to time hereafter, Pledgor shall execute any financing statements, control agreements or any other agreements requested by Secured Party which are necessary to perfect Secured Party's security interest in the Pledged Collateral.

(d) No consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the pledge by Pledgor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Pledgor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), or (iii) for the exercise by Secured Party of the voting or other rights provided for in this Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement (except as may be required in connection with any disposition of any portion of the Pledged Collateral by laws affecting the offering and sale of securities generally).

(e) There are no conditions precedent to the effectiveness of this Agreement that have not been either satisfied or waived.

(f) Pledgor has, independently and without reliance upon Secured Party, and based upon such documents and information as Pledgor has deemed appropriate, made its own credit analysis and decision to enter into this Agreement.

(g) Pledgor has the full right, power and authority to enter into this Agreement and to consummate or fulfill all of the obligations contemplated to be consummated or fulfilled by Pledgor hereunder.

(h) The execution and delivery of this Agreement by Pledgor and the due consummation by Pledgor of the transactions contemplated hereby have been duly authorized by all necessary action of Pledgor and Pledgor's shareholders, if necessary.

(i) This Agreement constitutes, and all other agreements, certificates and other documents to be executed and delivered by Pledgor in connection with the Loan, including the Loan Documents, will constitute, the legal, valid and binding agreement of Pledgor, enforceable against Pledgor in accordance with their terms.

SECTION 4. Further Assurances. Pledgor agrees that at any time and from time to time, at the sole cost and expense of Pledgor, Pledgor will promptly execute and deliver all further reasonable instruments and documents, and take all further reasonable action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce Secured Party's rights and remedies hereunder with respect to any Pledged Collateral.

SECTION 5. Covenants. Pledgor agrees to take no action which would adversely affect the value of the Pledged Interests or which would encumber, dilute or cloud Secured

Party's title or interest therein. Pledgor shall not do any of the following without the prior written consent of Secured Party:

(a) No Transfers. Sell, give, transfer or agree to sell, give or transfer, all or any part of the Pledged Interests or any interest therein.

(b) No Liens. Mortgage, pledge, hypothecate, or in any way encumber or attempt to encumber the Pledged Interests or any interest therein, regardless of whether or not such action is taken, or purports to be taken, as being subordinate or without prejudice to this Agreement.

SECTION 6. Transfers and Other Liens; Additional Shares. (a) Pledgor agrees that it will not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Pledged Collateral, except for the security interest under this Agreement.

SECTION 7. Secured Party Appointed Attorney-in-Fact. Pledgor hereby appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in Secured Party's sole discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to Pledgor representing any dividend or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same.

SECTION 8. Secured Party May Perform. If Pledgor fails to perform any agreement contained herein following the expiration of any applicable grace period, Secured Party may perform, or cause performance of, any such agreement, and the reasonable expenses of Secured Party incurred in connection therewith (including attorneys' fees and expenses) shall be payable by Pledgor to Secured Party pursuant to the provisions of Section 12 hereof.

SECTION 9. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect Secured Party's interest in the Pledged Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Except for the safe custody of any Pledged Collateral in Secured Party's possession and the accounting for moneys actually received by Secured Party hereunder, Secured Party shall have no duty as to any Pledged Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Pledged Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Pledged Collateral in Secured Party's possession if such Pledged Collateral is accorded treatment substantially equal to that which Secured Party accords Secured Party's own property.

SECTION 10. Remedies upon Default. If any Event of Default (as defined herein) shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to Secured Party at law or in equity, all of the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of California, at Secured Party's election, at that time (the "Code") (whether or not the Code applies to the affected Pledged Collateral), and may also, without notice except as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, or at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by Secured Party as Pledged Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Pledged Collateral may, in the sole discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to Secured Party pursuant to Section 12) in whole or in part by Secured Party against, all or any part of the Obligations in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Pledgor.

SECTION 11. Event of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(a) If there shall occur any breach, failure or violation by Pledgor in the payment or performance of any of Pledgor's obligations, covenants or warranties under this Agreement, and such breach, failure or violation continues uncorrected for a period of thirty (30) days after written notice thereof from Secured Party to Pledgor; or

(b) If there shall occur any Event of Default under and as defined in any of the Loan Documents (as such term is defined in the Note) concurrently executed with this Agreement, or other documents or instruments delivered in connection with the Loan and execution of the Loan Documents.

SECTION 12. Expenses. Pledgor will upon demand, pay to Secured Party the amount of any and all reasonable expenses, including the reasonable fees and expenses of Secured Party's counsel and of any experts and agents, which Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iii) the

exercise or enforcement of any of the rights of Secured Party hereunder or (iv) the failure by Pledgor to perform or observe any of the provisions hereof.

SECTION 13. Security Interest Absolute. All rights of Secured Party and security interests hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of the Note or any of the other Loan Documents;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Note or any of the other Loan Documents, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Pledgor or otherwise;

(iii) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations;

(iv) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of Pledgor; or

(v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Pledgor or a third party pledgor.

SECTION 14. Amendments, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Pledgor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof superseding all prior agreements, understandings, discussions, negotiations and commitments of any kind.

SECTION 15. Notices. Any notice, election, demand, request or other document or communication required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given only if delivered in person or sent by certified or registered mail, postage prepaid, return receipt requested, addressed to Secured Party or Pledgor, as the case may be, as follows:

If to Pledgor:

Fastor Systems, Inc.
4701 Patrick Henry Drive, Unit 23
Santa Clara, CA 95054

With a copy to:

Sanjiv S. Dhawan, Esq.
InnovaTech Law Group
2901 Tasman Drive, Suite 205
Santa Clara, CA 95054

If to Secured Party:

David Sun
Kingston Technology Company, Inc.
17600 Newhope Street
Fountain Valley, CA 92708

With a copy to:

Christine Yang
Law Offices of S.J. Christine Yang
17220 Newhope Street Suite 101 & 102
Fountain Valley, CA 92708

SECTION 16. Continuing Security Interest; Assignments under Loan Documents. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until the payment in full of the Obligations and all other amounts payable under this Agreement and (ii) be binding upon and inure to the benefit of Pledgor, and Pledgor's respective heirs, legal representatives, successors and assigns. Upon the payment in full of the Obligations and all other amounts payable under this Agreement, the security interest granted hereby shall terminate in its entirety and all rights to the Pledged Collateral shall automatically, and without further action on the part of Secured Party or Pledgor, revert to Pledgor. Upon any such termination, Secured Party will, at Pledgor's expense, promptly return to Pledgor such of the Pledged Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence such termination.

SECTION 17. Governing Law; Terms. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Pledgor, on behalf of Pledgor and its respective heirs, legal representatives, successors and assigns, irrevocably consents that any legal action or proceeding against them under, arising out of, or in any manner relating to, this Agreement, may at the Secured Party's option, be brought in any court presiding in the State of California, County of Santa Clara. Pledgor, by execution and delivery of this Agreement and on behalf of Pledgor and its respective heirs, legal representatives, successors and assigns, expressly and irrevocably consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding. Pledgor, on behalf of Pledgor and its respective heirs, legal representatives, successors and assigns, further irrevocably consents to the service of

any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to any of them by hand or by certified mail, delivered or addressed to Pledgor's address set forth herein. Pledgor, on behalf of Pledgor and its respective heirs, legal representatives, successors and assigns, hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis. Nothing in this paragraph shall affect or impair in any manner or to any extent the right of Secured Party to commence legal proceedings or otherwise proceed against Pledgor in any jurisdiction or to serve process in any manner permitted by law.

SECTION 18. Representations of Signatory. The undersigned, by signing this Agreement, hereby represents and warrants that the representations and warranties contained in Section 4 herein are true and correct, and that he has full authority to execute this Agreement and to bind Pledgor thereby.

SECTION 19. Severability. In the event that any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part hereof.

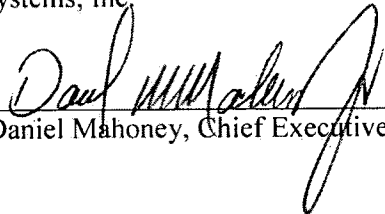
[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be duly executed and delivered as of the date first above written.

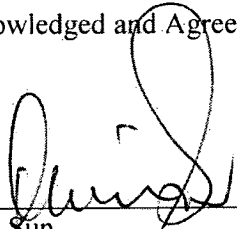
PLEDGOR:

Fastor Systems, Inc.

By:


Daniel Mahoney, Chief Executive Officer

Acknowledged and Agreed:


David Sun

Date: October 20, 2014

ACKNOWLEDGMENT

State of California)

County of SANTA CLARA)

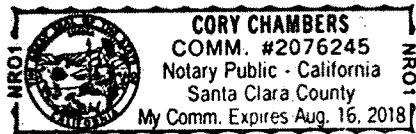
On 10/17/2014 before me, CORY CHAMBERS, NOTARY PUBLIC,
(here insert name and title of the officer).

personally appeared DANIEL MAHONEY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Cory Chambers*
Notary Public

(Seal)

Exhibit A

Pledged Collateral
Patent Applications Owned by Borrower

<u>Application S/N</u>	<u>Status</u>	<u>Filing Date</u>	<u>Docket #</u>	<u>Description</u>
13-280,206	Office Action Underway	10/24/2011	Fastor-0001US	Solid State Drive Architecture
13-831,816	Pending Office Action	3/15/2013	Fastor-0002US	Fabric-Based Solid State Drive Architecture
14-147,462	Allowed with Amendment	1/3/2014	Fastor-0004US	Compute Offload
61-925,188	Pending Office Action	1/8/2014	Fastor-0005P	Enhanced Interface to Firmware Operating In A Solid State Drive

Exhibit B

Pledged Collateral
Fastor Systems Capital Equipment

<u>Date Acquired in Service</u>	<u>Sub-Description</u>	<u>Serial Number</u>	<u>Asset Tag Number</u>	<u>Capitalized Cost</u>
7/31/2012	Anti static Flooring			
8/20/2012	Office Furniture			
6/10/2013	Conference Room table			
6/19/2013	Chair and Table			
6/7/2013	LZS Global (Server room racks. etc)			
6/7/2013	West Coast Office Furniture			
6/19/2013	West Coast office Furniture			
8/12/2013	MacBride Office Furniture			
2/1/2012	HP Laptop			
2/6/2012	Agilent Logic Analyzer	MY43002135	100001	
7/9/2012	HP ZT Server			
8/24/2012	Supermicro Server		100009	
9/26/2012	Agilent Oscilloscope		100002	
9/30/2012	Mac Book PC		100007	
5/22/2012	Xilinx ISE-DE-NL Perpetual Lic		NA	
6/11/2012	Cast RTL License of NAND Flash Controller IP			
8/1/2012	Modelsim DE Plus Perpetual license		NA	
8/1/2012	Modelsim DE Plus Perpetual license		NA	
8/6/2012	ORCAD EMA Perpetual License		NA	
9/26/2012	Xilinx ISE-DE-NL Perpetual Lic		NA	
11/20/2012	software design tools perpetual license		NA	
4/4/2013	XENS05 - Server	XENS05	100025	
4/18/2013	Benq projector	PVH6B00083001	100027	
5/2/2013	Net App Server (IAS)	SN1 700001384502/SN2 ..514	100026	
6/7/2013	10/100/1000 Ethernet Switch		100028	
5/23/2013	XENS06 Supermicro Server	C74800B19L00313	100029	
6/10/2013	Dell.com		100030	
6/15/2013	Nowak Heating Air		100031	
6/28/2013	TV Monitors for Development		100032	
7/5/2013	Cast Nflash CRTL BCH 2-48 Controller IP			
7/19/2013	Supermicro Server 3U Tower		100043	
	Digi - Com	Digi Anywhere USB/14	100047	
	FLDA Permanent Xilinx Source Code for PCI Expr	NA		
11/5/2013	Teledyne Lecroy, Inc	T3-8 G2x8 Analyzer	100050	
11/1/2013		Digicom # AW - USB-14	100049	
12/6/2013	FLDA INC	FLDA Permanent Xilinx Source F20131/14		
12/1/2013	EBIZ FC, Inc	Supermicro Super Server instal 14184		
12/19/2013	EBIZ FC, Inc	Super micro 3U Tower Server	14382	
1/3/2014	Integrated Archive Systems			
2/1/2014	Cyclone Microsystems		100051	
	Firewalls.com	Sonic Wall		
5/21/2014	Supermicro Superserver	7047R-TXRF RU	100052	
	Grand Total			

Note: Asset #100050, Teledyne LeCroy Analyzer is leased from Teledyne LeCroy.