

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3097817

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TEREPAC CORPORATION	11/06/2014
RECEIVING PARTY DATA		
Name:	WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION ASSOCIATION	
Street Address:	330 WEST STREET, UNIT 10	
City:	BRANTFORD, ON	
State/Country:	CANADA	
Postal Code:	N3R 7V5	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Application Number:	12484221	
Application Number:	13784813	
Application Number:	13784849	
Patent Number:	8522848	
Patent Number:	8389057	
Patent Number:	8124452	
Patent Number:	8513110	
Patent Number:	8759713	
Patent Number:	8020290	
Patent Number:	8031217	
Patent Number:	8387238	
Patent Number:	8153517	
CORRESPONDENCE DATA		
Fax Number:	(860)218-9683	
<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>		
Phone:	860-275-6743	
Email:	SMASON@MCCARTER.COM	
Correspondent Name:	SHARON MASON	
Address Line 1:	185 ASYLUM STREET	
Address Line 2:	35TH FLOOR	
		PATENT

Address Line 4: HARTFORD, CONNECTICUT 06103	
NAME OF SUBMITTER:	SHARON M. MASON
SIGNATURE:	/Sharon M. Mason/
DATE SIGNED:	11/06/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 12 source=TerepacIPSA#page1.tif source=TerepacIPSA#page2.tif source=TerepacIPSA#page3.tif source=TerepacIPSA#page4.tif source=TerepacIPSA#page5.tif source=TerepacIPSA#page6.tif source=TerepacIPSA#page7.tif source=TerepacIPSA#page8.tif source=TerepacIPSA#page9.tif source=TerepacIPSA#page10.tif source=TerepacIPSA#page11.tif source=TerepacIPSA#page12.tif	

**SECURITY AGREEMENT
(Intellectual Property)**

This Intellectual Property Security Agreement (hereinafter referred to as this "**Agreement**") is made as of the 6th day of November, 2014, between **TEREPAC CORPORATION**, a Canadian corporation ("**Borrower**"), and **WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION ASSOCIATION** (the "**Lender**").

W I T N E S S E T H:

WHEREAS, the Lender has agreed to make a loan to the Borrower (hereinafter referred to as the "**Loan**"), in amounts and manner set forth in that certain Loan Agreement dated the date hereof (the "**Loan Agreement**"), and evidenced by a certain Promissory Note of even date herewith executed by the Borrower to the Lender, as (amended from time to time, the "**Note**"); and

WHEREAS, such Loan is to be secured by certain collateral as set forth in a certain General Security Agreement between the parties dated the date hereof (the "**Security Agreement**", and collectively with the Loan Agreement and the Note, the "**Loan Documents**"); and

WHEREAS, the Loan is further subject to the condition, among others, that Borrower shall grant to Lender a security interest in certain intellectual property to secure the obligations of Borrower under the Loan Documents; and

WHEREAS, the Borrower has agreed to grant to the Lender a security interest in all of the Borrower's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Intellectual Property Collateral (hereinafter defined) pursuant to this Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents and all other agreements now existing or hereafter arising between Borrower and Lender, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure all of its present and future indebtedness, liabilities and obligations under the Loan Documents and under any other agreement now existing or hereafter arising between Lender and Borrower, Borrower grants and pledges to Lender a security interest in all of Borrower's right, title and interest in, to and under its intellectual property (including without limitation those patents and trademarks listed on Exhibits A and B hereto), and including without limitation all products and proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of which shall collectively be referred to as the "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Documents. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for

herein or in the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

2. **Covenants and Warranties.** Borrower represents, warrants covenants and agrees that:

(a) Exhibits A and B attached hereto set forth any and all intellectual property rights of Borrower which are registered with or subject to an application filed with either the United States Patent and Trademark Office, or any foreign or international patent office, as applicable.

(b) Borrower is the current and sole owner of the intellectual property rights set forth in Exhibits A and B.

(c) Without the prior written consent of the Lender, the Borrower will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by the Borrower in the ordinary course of business.

(d) The Borrower shall promptly advise the Lender of any material adverse change in the composition of the Intellectual Property Collateral, including, but not limited to, any subsequent ownership right of the Borrower in or to any Patent or Trade Secrets.

(e) The Borrower shall (i) at the Borrower's sole cost and expense, protect, defend and maintain the validity and enforceability of the Patents and Trade Secrets, (ii) use reasonable efforts to detect infringements of the Patents and Trade Secrets and promptly advise the Lender in writing of material infringements detected and (iii) not allow any Patents to be abandoned, forfeited or dedicated to the public without the written consent of the Lender.

(f) This Agreement creates, and in the case of after acquired Intellectual Property Collateral, this Agreement will create at the time the Borrower first has rights in such after acquired Intellectual Property Collateral, in favor of the Lender a valid security interest in the Intellectual Property Collateral securing the payment and performance of the Obligations, perfected upon making the filings referred to in clause (f) below.

(g) Except for, and upon, the filing (x) of this Agreement with the United States Patent and Trademark Office, and (y) with the Secretary of the State of California of a financing statement on Form UCC 1, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required for the perfection or the exercise by the Lender of its rights and remedies thereunder, with respect to any Intellectual Property Collateral.

(h) All information heretofore supplied to the Lender by or on behalf of the Borrower with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(i) The Borrower shall not enter into any agreement that would impair or conflict with the Borrower's obligations hereunder without the Lender's prior written consent. The Borrower shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might

in any way prevent the creation of a security interest in the Borrower's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(j) The Borrower will promptly notify the Lender in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of the Borrower to dispose of any Intellectual Property Collateral or the rights and remedies of the Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

3. **Authorization and Request.** The Borrower authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

4. **Lender's Rights.** The Lender shall have the right, but not the obligation, to take, at the Borrower's sole expense, any actions that the Borrower is required under this Agreement to take but which the Borrower fails to take. The Borrower shall reimburse and indemnify the Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. **Further Assurances: Attorney-in-Fact.**

(a) On a continuing basis, the Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Lender, to perfect the Lender's first priority security interest in all Intellectual Property Collateral and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) The Borrower hereby irrevocably appoints the Lender as the Borrower's attorney-in-fact with full authority in the place and stead of the Borrower and in the name of the Borrower, or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(i) to modify, in its sole discretion, this Agreement without first obtaining the Borrower's approval of or signature to such modification by amending Exhibit A to include reference to any right, title or interest in any Patents acquired by the Borrower after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Borrower no longer has or claims any right, title or interest; and

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of the Borrower where permitted by law.

6. **Remedies.** Upon the occurrence and continuance of an Act of Default as set forth in the Loan Agreement, the Lender shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code in the applicable jurisdiction, including, without limitation, the right to require the Borrower to assemble the Intellectual Property Collateral and to make it available to the Lender at a place designated by the Lender. The Lender shall have a nonexclusive, royalty free license to use or sub-license the Intellectual Property Collateral to the extent necessary to permit the Lender to

exercise its rights and remedies. The Borrower will pay any expenses (including reasonable attorney's fees) incurred by the Lender in connection with the exercise of any of the Lender's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of the Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative, and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided at law or in equity or in the Loan Documents.

7. **Indemnity.** The Borrower agrees to defend, indemnify and hold harmless the Lender and its officers, employees, agents, successors and assigns against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by the Lender as a result of or in any way arising out of, following or consequential to transactions between the Lender and the Borrower, whether under this Agreement or otherwise (including without limitation, reasonable attorney's fees and reasonable expenses).

8. **Reassignment.** At such time as the Borrower shall completely satisfy all of the Obligations, the security interest granted shall be considered terminated and the Lender shall execute and deliver to the Borrower all deeds, assignments, and other instruments as may be necessary or proper to reinvest in the Borrower full title to the property assigned hereunder, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

9. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. **Law; Jurisdiction; Jury Trial Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. THE BORROWER ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT.

THE BORROWER AND THE LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

11. **General Provisions.**

(a) **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction the substantive laws of which are held to be applicable hereto shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(b) **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Security Agreement and shall be effective when received.

(c) **Amendments.** This Agreement may be amended only by a written instrument signed by both parties hereto.

(d) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed by the parties on the day and year first written above.

TEREPAC CORPORATION

By _____

Name: Ronald Richard Asselstine

Title: Chief Executive Officer

**WESTERN ONTARIO COMMUNITY FUTURES
DEVELOPMENT CORPORATION ASSOCIATION**

By _____

Name:

Title:

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed by the parties on the day and year first written above.

TEREPAC CORPORATION

By _____
Name:
Title:

WESTERN ONTARIO COMMUNITY FUTURES
DEVELOPMENT CORPORATION ASSOCIATION

By David Denton
Name: DAVID DENTON
Title: DIRECTOR.

EXHIBIT A

Patent Properties

Patent #	Date filed	Date granted	Appl. #	Pub. #	Pub. date	Title
8,522,848	04/06/09	3 Sep 2013	12/418,611	20100252186	10/07/10	Method and apparatuses for assembling components onto substrates
8,389,057	04/06/09	5 Mar 2013	12/418,612	20100255179	10/07/10	Systems and methods for printing electronic device assembly
8,124,452	06/14/09	28 Feb 2012	12/484,219	20100313413	12/16/10	Processes and structures for IC fabrication
8,513,110	06/14/09	20 Aug 2013	12/484,221	20100314751	12/16/10	Processes and structures for IC fabrication
	06/14/09		12/484,222	20100314718	12/16/10	Processes and structures for beveled slope integrated circuits for interconnect fabrication
8,759,713	06/14/09	24 Jun 2014	12/484,225	20100314734	12/16/10	Processes and structures for IC fabrication
8,020,290	06/14/09	20 Sep 2011	12/484,227	20100313414	12/16/10	Processes for IC fabrication
8,031,217	06/14/09	4 Oct 2011	12/484,229	20100315476	12/16/10	Processes and structures for IC fabrication
8,387,238	06/14/09	5 Mar 2013	12/484,230	20100314719	12/16/10	Processes and structures for IC fabrication
8,153,517	06/14/09	2 Dec 2011	12/484,232	20100314735	12/16/10	Processes and structures for IC fabrication
Abandoned	05/23/03		444,395	20040235267	11/25/04	Lamination and delamination technique for thin film processing
Abandoned	09/13/06		11/520,386	20070009827	01/11/07	Lamination and delamination technique for thin film processing

Patent Applications

06/14/09	11/18/14	12/484,221	20100314751	12/16/10	Methods to fabricate integrated circuits by assembling components
03/04/13		13/784,813	20130192523	08/01/13	Systems and methods for printing electronic device assembly
03/04/13		13/784,849	20130193561	08/01/13	Processes and structures for IC fabrication
					Method and system for delivery content to a mobile device at a specific location
TER-005-PRO	11/29/13	62/052,128			Chip separation process for photochemical component printing

EXHIBIT B
TRADEMARK SCHEDULE

TRADEMARKS:

Case Ref.	Official No.	Title	Case Status	Country	Property Type
K6001912CA	1,571,341	GIVING VOICE TO THE WORLD	Application Allowed	Canada	Trade-mark
K6001912US	85/620,821	GIVING VOICE TO THE WORLD	Under Suspension	U.S.A.	Trademark
K6001913CA	1,571,391	TERETAG	Application Allowed	Canada	Trade-mark
K6001913US	85/601,445	TERETAG	Under Suspension	U.S.A.	Trademark

OTHER INTELLECTUAL PROPERTY

DOMAINS:

Terebit.com (Jan 26, 2012) – active until Oct 31, 2014
Terechip.com (Jan 26, 2012) – active until 2017
Tereseed.com (Jan 26, 2012) – active until 2017
Teregrape.com (Jan 26, 2012) – active until 2017
Terejuice.com (Jan 26, 2012) – active until 2017
Terevine.com (Jan 26, 2012) – active until 2017
Terewine.com (Jan 26, 2012) – active until 2017
Tereburst.com (Jan 26, 2012) – active until 2017
Teregraph.com (Jan 26, 2012) – active until 2017
Terevision.com (Jan 26, 2012) – active until 2017
Terephone.com (Jan 26, 2012) – active until 2016
Teremobile.com (Jan 26, 2012) – active until 2016
Terepatch.com (Jan 26, 2012) – active until 2016
Terebridge.com (Jan 26, 2012) – active until 2016
Terecloud.com (Jan 26, 2012) – active until 2016
Teresmart.com (Jan 26, 2012) – active until 2016
Terething.com (Jan 26, 2012) – active until 2016
Terethings.com (Jan 26, 2012) – active until 2016
Terenetofthings.com (Jan 26, 2012) – active until 2016
teretag.com (added Feb. 4, 2012) – active until 2016
terehertz.com (added Feb. 5, 2012) – active until 2016
terebite.com (added Feb. 5, 2012) – active until 2016
Terestick.com (added Feb 9, 2012) – active until 2016
teretap.com (added April 14, 2012) -- expires Apr 14, 2016
teretaps.com (added April 14, 2012) – expires Apr 14, 2016
terepuc.com (added April 13, 2013) – active until 2015
teresense.com (added April 13, 2013) – active until 2015
teresensor.com (added April 13, 2013) – active until 2015
teresshelf.com (added April 13, 2013) – active until 2015
tereprice.com (added April 13, 2013) – active until 2015
tereskid.com (added April 13, 2013) – active until 2015
teresticker.com (added April 13, 2013) – active until 2015
terebrand.com – added June 12, 2013 – active until 2016

iotroi.com – added June 12, 2013 – active until 2016
iotadnetwork.com (added Oct 5, 2013) – active until 2016
iotjunction.com (added Oct. 5, 2013) – active until 2016
www.terefind.com – added ~Nov 18, 2013 – active until 2016
www.tereseek.com– added ~Nov 18, 2013 – active until 2016
www.teretouch.com– added ~Nov 18, 2013
www.teresmell.com– added ~Nov 18, 2013
www.terehear.com– added ~Nov 18, 2013
www.teretaste.com– added ~Nov 18, 2013
www.tereseec.com– added ~Nov 18, 2013
www.tereglass.com– added ~Nov 18, 2013
www.terescan.com– added ~Nov 18, 2013

DOMAINS CONTINUED:

www.terewhere.com (for finding stuff) – added ~Nov 18, 2013
www.terewear.com (smart wearables) – added ~Nov 18, 2013
www.teredocs.com (document tracking) – added ~Nov 18, 2013
www.teredoc.com (quantified self/mobile health) – added ~Nov 18, 2013
www.datapotion.com – added Dec 2, 2013
www.m2madnetwork.com – added Feb. 4, 2014
www.terecircuits.com – added Mar. 11, 2014
www.terecircuit.com – added Mar. 11, 2014
www.terepacdata.com – added Mar. 26, 2014
teresight.com – expires Apr. 25, 2015
talktothings.com – expires April 20, 2016
terepackage.com – expires May 9, 2016
terepacautomation.com – expires July 17, 2016
terepacbrand.com – expires July 17, 2016
terepacdigital.com – expires July 17, 2016
terepacelectronics.com – expires July 17, 2016
terescript.com – expires April 3, 2017
iotbeacons.com – expires April 16, 2017
Terepac.com – expires Dec 2015
Terepac.info – expires April 2015
Terepac.net – expires Dec 2015
Thetinyelectronicscompany.com – expires May 2016
Thetinyelectronicscompany.net – expires May 2016
Tinyelectronicscompany.com—expires May 2016
Tinyelectronicscompany.net – expires May 2016
Roundoo.com – expires 2017
Tersecure.com – added July 2014
IoEadnetwork.com – added July 2014
Teredynamic.com – added Sept 2014

*** note most domains bought for 2 years (or more) and send notifications when about to expire, as per Apr 2, 2013***