

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LOST ARROW CONSULTING LLC	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: 10	
Property Type	Number
Application Number:	10444395
Application Number:	11520386
Patent Number:	6946178
Patent Number:	7141348
Patent Number:	7334737
Patent Number:	7335551
Patent Number:	7300824
Patent Number:	7618844
Patent Number:	7863762
Patent Number:	7964964
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 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: 9 source=LACIPSA#page1.tif source=LACIPSA#page2.tif source=LACIPSA#page3.tif source=LACIPSA#page4.tif source=LACIPSA#page5.tif source=LACIPSA#page6.tif source=LACIPSA#page7.tif source=LACIPSA#page8.tif source=LACIPSA#page9.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 **LOST ARROW CONSULTING LLC**, a California limited liability company ("**LAC**"), 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 (hereinafter referred to as the "**Loan**") to Terepac Corporation ("**Terepac**"), in amounts and manner set forth in that certain Loan Agreement dated the date hereof (the "**Loan Agreement**") among the Lender, Terepac, LAC, Ronald Richard Asselstine and Jayna Sheats, and evidenced by a certain Promissory Note of even date herewith executed by Terepac in favor of 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 Lender and Terepac dated the date hereof (the "**Security Agreement**", and collectively with the Loan Agreement and the Note, the "**Loan Documents**"); and

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

WHEREAS, LAC has agreed to grant to the Lender a security interest in all of LAC'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 and performance of all obligations under the Loan Documents and all other agreements now existing or hereafter arising between LAC and/or Terepac and Lender, LAC hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure all present and future indebtedness, liabilities and obligations under the Loan Documents and under any other agreement now existing or hereafter arising between Lender and LAC, LAC grants and pledges to Lender a security interest in all of LAC'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.** LAC represents, warrants covenants and agrees that:

(a) Exhibits A and B attached hereto set forth any and all intellectual property rights of LAC 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) LAC 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, LAC will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by LAC in the ordinary course of business.

(d) LAC 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 LAC in or to any Patent or Trade Secrets.

(e) LAC shall (i) at LAC'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 LAC 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 (g) 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 LAC with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(i) LAC shall not enter into any agreement that would impair or conflict with LAC's obligations hereunder without the Lender's prior written consent. LAC 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 LAC's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(j) LAC will promptly notify the Lender in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of LAC 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.** LAC authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement. LAC further hereby authorizes Lender to file any UCC financing statements, amendment, or assignments to perfect and secure Lender's rights and interests in and to the Intellectual Property Collateral.

4. **Lender's Rights.** The Lender shall have the right, but not the obligation, to take, at LAC's sole expense, any actions that LAC is required under this Agreement to take but which LAC fails to take. LAC 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, LAC 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) LAC hereby irrevocably appoints the Lender as LAC's attorney-in-fact with full authority in the place and stead of LAC and in the name of LAC, 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 LAC'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 LAC after the execution hereof or to delete any reference to any right, title or interest in any Patents in which LAC 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 LAC 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 LAC 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 sublicense the Intellectual Property Collateral to the extent necessary to permit the Lender to exercise its

rights and remedies. LAC 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.** LAC 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 LAC, whether under this Agreement or otherwise (including without limitation, reasonable attorney's fees and reasonable expenses).

8. **Reassignment.** At such time as all of the Obligations under the Loan Agreement shall be fully satisfied, the security interest granted shall be considered terminated and the Lender shall execute and deliver to LAC all deeds, assignments, and other instruments as may be necessary or proper to reinvest in LAC 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. LAC 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.

LAC 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.

LOST ARROW CONSULTING LLC

By Jayna Sheets
Name: Jayna Sheets
Title: Owner

**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.

LOST ARROW CONSULTING LLC

By _____
Name:
Title:

WESTERN ONTARIO COMMUNITY FUTURES
DEVELOPMENT CORPORATION ASSOCIATION

By Paul Finta
Name: PAUL FINTA
Title: DIRECTOR.

EXHIBIT A

Patent Properties

Patent #	Date filed	Date granted	Appl. #	Pub. #	Pub. date	Title
6,946,178	05/23/03	20 Sep 2005	10/444,219	20040234717	11/25/04	Lamination and delamination technique for thin film processing
7,141,348	05/23/03	28 Sep 2005	10/444,435	20040232943	11/25/04	Lamination and delamination technique for thin film processing
	05/23/03	Abandoned	444,395	20040235267	11/25/04	Lamination and delamination technique for thin film processing
	09/13/06	Abandoned	11/520,386	20070009827	01/11/07	Lamination and delamination technique for thin film processing
7,334,737	01/13/05	26 Feb 2008	11/034,634	20060151616	07/13/06	Thin film non volatile memory device scalable to small sizes
7,335,551	01/13/05	26 Feb 2008	11/034,637	20060152960	07/13/06	Method to fabricate a thin film non volatile memory device scalable to small sizes
7,300,824	08/18/05	27 Nov 2007	11/206,606	20070040258	02/22/07	Method of packaging and interconnection of integrated circuits
7,618,844	08/18/05	17 Nov 2009	11/206,605	20070040272	02/22/07	Method of packaging and interconnection of integrated circuits
7,863,762	10/19/07	17 Aug 2009	11/874,907	20080036066	02/14/08	Method of packaging and interconnection of integrated circuits
7,964,964	10/21/09	21 Jun 2011	12/582,940	20100038770	02/18/10	Method of packaging and interconnection of integrated circuits

EXHIBIT B
TRADEMARK SCHEDULE

TRADEMARKS:

NONE