**PATENT ASSIGNMENT COVER SHEET**

**Electronic Version v1.1**
**Stylesheet Version v1.2**

**SUBMISSION TYPE:** NEW ASSIGNMENT  
**NATURE OF CONVEYANCE:** SECURITY INTEREST

### CONVEYING PARTY DATA

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SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT
(XY, LLC)

THIS SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 18, 2015, is by and between XY, LLC, a Delaware limited liability company (formerly known as XY, Inc., a Colorado corporation), whose address is 22575 State Highway 6 South, Navasota, Texas 77868 ("Debtor"), and COMPASS BANK, an Alabama banking corporation, whose address is 1703 W. 5th Street, Suite 500, Austin, Texas 78703, Attention: Mr. John R. Burer, in its capacity as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), under the Credit Agreement described below.

WHEREAS, Debtor and Secured Party previously have entered into that certain Amended and Restated Patent and Trademark Security Agreement dated June 1, 2012 (the "Original Security Agreement"). In connection with a restructure of the credit facilities covered by the Original Security Agreement, Debtor and Secured Party now desire to supplement the Original Security Agreement to cover and include additional Collateral listed on Schedule 1 and Schedule 2 attached hereto which was not covered and included in the Schedules attached to the Original Security Agreement;

WHEREAS, INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies ("Borrower"), Secured Party and the lenders now or hereafter a party thereto (collectively the "Lenders") have entered into that certain Third Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor, Secured Party and certain other subsidiaries of Borrower have entered into a Second Amended and Restated Security Agreement (Domestic Subsidiaries) of even date herewith (as said Second Amended and Restated Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Security Agreement):

AUS:0014020/00346:573285v2

PATENT
REEL: 035241 FRAME: 0947
(a) any and all patents and patent applications listed on Schedule 1 attached hereto, together with (i) all inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements thereof, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all trademarks (including service marks), trade names, trade dress, and trade styles listed on Schedule 2 attached hereto and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(c) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(d) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(e) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedules 1 and 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party, the Lenders, any other holders of any of the Obligations and their
respective successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Remainder of page left intentionally blank]
IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

XY, LLC,  
a Delaware limited liability company (formerly known as XY, Inc., a Colorado corporation)

By:  

Name: MAURICE ROSENSTEIN  
Title: CO CEO

"Secured Party"

COMPASS BANK, an Alabama banking corporation,  
as Administrative Agent

By:  

Name:  
Title:  

Attachment:

Schedule 1 – Patents and Applications  
Schedule 2 - Trademarks

THE STATE OF TEXAS  
COUNTY OF Brazos

This instrument was acknowledged before me on March 18, 2015, by MAURICE ROSENSTEIN, CO-CEO of XY, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GRACE A. WISE  
Notary Public, State of Texas  
My Commission Expires August 5, 2016

Notary Public in and for the State of Texas  
Printed Name:  
My Commission Expires:  

AUS:0014020/00346:573285v2
IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

XY, LLC,
a Delaware limited liability company (formerly known as XY, Inc., a Colorado corporation)

By: 
Name: 
Title: 

"Secured Party"

COMPASS BANK, an Alabama banking corporation, as Administrative Agent

By: [Signature]
Name: John Brown
Title: CIP

Attachment:

Schedule 1 - Patents and Applications
Schedule 2 - Trademarks

THE STATE OF TEXAS
COUNTY OF ____________

This instrument was acknowledged before me on ____________, 2015, by ______________ of XY, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas
Printed Name: ________________________________
My Commission Expires: __________________________
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on March 17, 2015, by
John Parker, Relationship Manager of Compass Bank, an
Alabama banking corporation acting in its capacity as Administrative Agent, on behalf of said
corporation acting in said capacity.

[Stamp]
MELISSA GUERRERO
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 12, 2018

Notary Public in and for the State of Texas
Printed Name: Melissa Guerra
My Commission Expires: August 12, 2018
SCHEDULE 1 TO
SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

(See attached Patent and Patent Application Listing)
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**Notes:**
- Pending: The application is currently under review.
- Granted: The application has been approved for a patent.
- Divided: The original application has been divided into multiple applications.
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SCHEDULE 2 TO
SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

(See attached Trademark Listing)