

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3289841

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	METROTECH NET, INC.	03/27/2015
RECEIVING PARTY DATA		
Name:	ALLIED FIRST INVESTMENTS LLC	
Street Address:	1203 ZIMMER DRIVE NE	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30306	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14241697
CORRESPONDENCE DATA		
Fax Number:	(404)230-0983	
<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:	(404) 954-7550	
Email:	bmoran@rh-law.com	
Correspondent Name:	BRIGITTE MORAN, SENIOR PARALEGAL	
Address Line 1:	229 PEACHTREE STREET NE, SUITE 2700	
Address Line 4:	ATLANTA, GEORGIA 30303	
NAME OF SUBMITTER:	BRIGITTE MORAN	
SIGNATURE:	/Brigitte Moran/	
DATE SIGNED:	03/31/2015	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6		
source=Patent Recordation - Application No. 14-241697#page1.tif		
source=Patent Recordation - Application No. 14-241697#page2.tif		
source=Patent Recordation - Application No. 14-241697#page3.tif		
source=Patent Recordation - Application No. 14-241697#page4.tif		
source=Patent Recordation - Application No. 14-241697#page5.tif		
source=Patent Recordation - Application No. 14-241697#page6.tif		

RECORDATION FORM COVER SHEET
PATENTS ONLY

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)

MetroTech Net, Inc.
1200 Old Alpharetta Road, Suite 104
Alpharetta, GA 30005

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

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

Execution Date(s) March 27, 2015

- ☐ 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: Allied First Investments LLC

Internal Address: _____

Street Address: 1203 Zimmer Drive NE

City: Atlanta

State: GA

Country: USA

Zip: 30308

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

U.S. Patent Application No. 14/241697

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brigitte Moran, Senior Paralegal

Internal Address: _____

Street Address: 2700 International Tower

229 Peachtree Street NE

City: Atlanta

State: GA Zip: 30303

Phone Number: (404) 954-7550

Docket Number: _____

Email Address: bmoran@rh-law.com

6. Total number of applications and patents involved: one (1)

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Brigitte Moran
Signature

March 31, 2015

Date

Brigitte Moran

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of March 27, 2015, is made by MetroTech Net, Inc., a Delaware corporation ("Grantor") in favor of Allied First Investments LLC, a Georgia limited liability company ("Secured Party").

WHEREAS, Secured Party has made a loan to Grantor in exchange for Grantor's issuance to Secured Party of a Convertible Promissory Note of Grantor dated March 27, 2015 (the "Note"); and

WHEREAS, under the terms of the Note, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor and has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Secured Party as follows:

1. Grant of Security. Grantor hereby grants and pledges to Secured Party a continuing security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

3. The Note. This IP Security Agreement has been entered into pursuant to and in conjunction with Grantor's execution and delivery of the Note, which is hereby incorporated by reference. The provisions of the Note shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Note and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Georgia, without reference to the choice of law principles thereof.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

METROTECH NET, INC.

By: 

Name: Christian Kotscher

Title: CEO

Agreed to and accepted:

ALLIED FIRST INVESTMENTS LLC

By: 

Name: Mark T. Schoen

Title: Manager

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Patents:

None.

Patent Applications:

U.S. Patent Application No. 14/241697

Filing or 371(C) Date: June 16, 2014

First Named Applicant: Steve Donovan

Title: *System and Method For Determining Arterial Roadway Throughput*

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Trademark: IntelliSection

Registration No: 4026027

Registration Date: September 13, 2011

Trademark Applications:

None

868039.1