

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3314374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WIDETRONIX INC.	04/13/2015

RECEIVING PARTY DATA

Name:	JOHN F. YOUNG
Street Address:	410 TRIPHAMMER ROAD
Internal Address:	C/O JOHN F. YOUNG
City:	ITHACA
State/Country:	NEW YORK
Postal Code:	14850
Name:	SUSAN M. BARNETT
Street Address:	410 TRIPHAMMER ROAD
Internal Address:	C/O JOHN F. YOUNG
City:	ITHACA
State/Country:	NEW YORK
Postal Code:	14850
Name:	F.J. YOUNG COMPANY
Street Address:	410 TRIPHAMMER ROAD
Internal Address:	C/O JOHN F. YOUNG
City:	ITHACA
State/Country:	NEW YORK
Postal Code:	14850

PROPERTY NUMBERS Total: 15

Property Type	Number
Application Number:	11626387
Application Number:	11829215
Application Number:	11626388
Application Number:	12851555
Application Number:	12888521
Application Number:	13042444
Application Number:	13194967

PATENT

Property Type	Number
Application Number:	13195484
Application Number:	13351223
Application Number:	13372734
Application Number:	13492874
Application Number:	61231863
Application Number:	61250504
Application Number:	61306541
Application Number:	61515938

CORRESPONDENCE DATA

Fax Number: (518)452-5579
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.
Phone: 518-452-5600
Email: nep@hrfmlaw.com
Correspondent Name: GEORGE S. BLASIAK, ESQ.
Address Line 1: 5 COLUMBIA CIRCLE
Address Line 2: HESLIN ROTHENBERG FARLEY & MESITI P.C.
Address Line 4: ALBANY, NEW YORK 12203

ATTORNEY DOCKET NUMBER:	5031.001
NAME OF SUBMITTER:	GEORGE S. BLASIAK
SIGNATURE:	/George S. Blasiak/
DATE SIGNED:	04/16/2015

Total Attachments: 16
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (“Agreement”), dated April 13, 2015, is by and between Widetronix Inc., a Delaware corporation, with its principal office 950 Danby Road, Suite 139, Ithaca, NY 14850 (“Debtor”) in favor of John F. Young, Susan M. Barnett and F. J. Young Company, whose address is c/o John F. Young, 410 Triphammer Road, Ithaca, NY 14850 (collectively, the “Secured Party”).

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the patents and patent applications therefor including those described in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor and Secured Party are entering into a Convertible Note Purchase Agreement, dated as of the date hereof (the “Note Purchase Agreement”);

WHEREAS, pursuant to the Note Purchase Agreement, Secured Party purchased an aggregate of \$1,170,080 in face amount of the Debtor’s promissory notes (the “Initial Notes”);

WHEREAS, under the Note Purchase Agreement, Secured Party or its affiliates may purchase additional notes (“Subsequent Notes”) (the Initial Notes and the Subsequent Notes, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, are referred to herein as the “Notes”);

WHEREAS, Debtor and Secured Party may enter into other agreements, documents and instruments relating to the Notes, including, but not limited to, this Agreement (all of the foregoing, together with the Notes, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the “Financing Agreements”); and

WHEREAS, in order to induce Secured Party to enter into the Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of the Notes, Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the “Collateral”): (a) all of Debtor’s now existing or hereafter acquired right, title, and interest in any and all patents and patent applications in the United States or in any other

country, including, without limitation, those patents and patent applications, described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any and all patents and patent applications (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith (including, for the avoidance of doubt, any Permitted Licensing Agreement (as defined below)); (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents. For the avoidance of doubt, the security interest and lien granted pursuant to this Agreement shall be granted solely in respect of Notes issued to Secured Party (or in the case of any Subsequent Notes, to any of Secured Party's affiliates). Forms of the term "patent" and "patent application" herein include all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, reexaminations, registrations and recordings of or relating to any patent, patent application or industrial design.

2. Notes Secured. The security interest, lien and other interests granted to Secured Party, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Notes.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Notes are outstanding):

(a) Debtor shall pay and perform the Notes according to their terms.

(b) To Debtor's knowledge, upon the filings referred to in clause (e) of this Section 3 and except for any consent that may be required pursuant to that certain License Agreement, dated July 14, 2009, between Debtor and Cornell University (represented by its Cornell Center for Technology Enterprise and Commercialization) ("Cornell") for Docket No D-3746, CCTEC Contract No. C2010-12-6228 (the "Cornell License Agreement"), this Agreement creates in favor of Secured Party a valid first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes.

(c) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and, except for any consent that may be required pursuant to the Cornell License Agreement, the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral and to maintain all of the Collateral as valid and subsisting. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) any rights that Cornell may have pursuant to the Cornell License Agreement, and (ii) the security interests granted hereunder. Notwithstanding the foregoing, nothing in this Section 3(c) shall constitute a representation or warranty of non-infringement.

(d) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, or encumber, the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party (for the avoidance of doubt, nothing contained in this Agreement shall limit or impair Debtor's right to enter into (or require the consent of the Secured Party prior to Debtor entering into) any bona fide licensing agreement relating to all or any part of the Collateral with any third party not affiliated with any person or entity that holds outstanding equity of Debtor as of the date hereof (any such licensing agreement, a "Permitted Licensing Agreement")). Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(e) Debtor shall promptly perform all acts and execute all documents to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement, other than obtaining any consent that may be required pursuant to the Cornell License Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks and/or any other appropriate federal, state or government office.

(f) As of the date hereof, Debtor does not have any patent or patent application in the United States or in any other country other than those described in Exhibit A hereto and has not granted any licenses with respect thereto.

(g) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(i) Debtor shall not file any patent application in the United States or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any patent or patent application in the United States Patent or in any other country, or (ii) become the owner of any patent or new patentable inventions used in the United States or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in favor of Secured Party.

(j) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any of the Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

(k) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain as valid and subsisting the Patents as Debtor's exclusive property and to protect Secured Party's security interest therein, but only to the extent that Secured Party has made a reasonable determination that Debtor has failed to take sufficient action to maintain as valid and subsisting the Patents as Debtor's exclusive property and to protect Secured Party's security interest therein.

(l) To the knowledge of Debtor, no material infringement or unauthorized use presently is being made of any of the Patents that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Patents invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any other process or product which infringes upon any Patent. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's security interest in and to the Patents, but only to the extent that Secured Party has made a reasonable determination that Debtor has failed to protect Secured Party's security interest in and to the Patents.

(m) Debtor assumes all responsibility and liability arising from the use of the Patents and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Notes, and the termination of this Agreement.

4. Rights and Remedies. If (i) at any time an Event of Default (as defined in the Notes) exists or has occurred and is continuing, (ii) Secured Party fails to pay the Note Balance (as defined in each of the Notes) with respect to any of the Notes on demand at any time on or after the Maturity Date (as defined in each of the Notes) of any of such Notes, (iii) any other material default in the performance of any of the Financing Agreements exists or has occurred or is continuing and continues for a period of thirty continuous days after delivery of written notice thereof by the Secured Party to Debtor, or (iv) any of the representations or warranties in the Note Purchase Agreement are not true and correct as of the date hereof in all material respects and continue to be not true and correct for a period of thirty continuous days after delivery of written notice thereof by the Secured Party to Debtor, then in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Notes, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Secured Party may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Subject to any Permitted Licensing Agreement, Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Subject to any Permitted Licensing Agreement, such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Exhibit B hereof, one or more instruments of assignment of the Patents in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party shall apply any remaining proceeds to the Notes. Debtor shall remain liable to Secured Party for any portion of the Notes remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Notes.

(f) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the exclusive jurisdiction of the courts of the State of New York located in Tompkins County, New York and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Widetronix Inc.
950 Danby Road
Suite 139
Ithaca, NY 14850

If to Secured Party:

John F. Young
Susan M. Barnett
F. J. Young Company
c/o John F. Young
410 Triphammer Road
Ithaca, NY 14850

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status

under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) At such time as the Notes are no longer outstanding, this Agreement shall terminate and the Secured Party shall, upon the written request and at the expense of the Debtor, execute and deliver to the Debtor all deeds, assignments, and other instruments as may be necessary or proper to reassign and reconvey to and revert in the Debtor the entire right, title and interest to the Collateral previously granted, assigned, transferred, and conveyed to the Secured Party by the Debtor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Party pursuant to this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(h) Any reference to the "knowledge" of the Debtor shall mean the knowledge of the officers of the Debtor after reasonable inquiry.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

Widetronix Inc.,
a Delaware corporation

By: _____

Name: Jonathan Greene

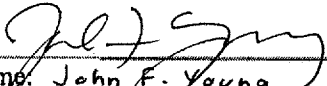
Title: President and CEO

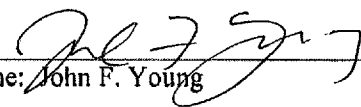
Print Name: _____

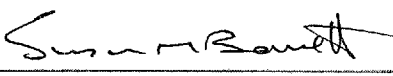
Print Name: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

F.J. YOUNG COMPANY

By: 
Name: John F. Young
Title: General Partner


Name: John F. Young


Name: Susan M. Barnett

[Signature Page to Patent Security Agreement]

EXHIBIT A

NON-PROVISIONAL APPLICATIONS AND PATENTS

Docket Number	Application Number	Filed Date	Title	Named Inventors	Patent Number	Issued Date
Spencer 1	11626387	Jan 24 2007	Method, System, and Apparatus for the Growth of SiC and Related or Similar Material, by Chemical Vapor Deposition, Using Precursors in Modified Cold-Wall Reactor	Makarov, Yuri Spencer, Michael	7901508	Mar 8 2011
Spencer 2	11829215	July 27 2007	Method, System, and Apparatus for the Growth of On-Axis SiC and Similar Semiconductor Materials	Makarov, Yuri Spencer, Michael	8088222	Jan 3 2012
Spencer 3	11626388	Jan 24 2007	Method, System, and Apparatus for the Growth of SiC and Related or Similar Material, by Chemical Vapor Deposition, Using Precursors in Modified Cold-Wall Reactor	Makarov, Yuri Spencer, Michael		Expressly Abandoned
Spencer 7	12851555	Aug 6 2010	High Power Density Betavoltaic Battery	Chandrashekhar, MVS Spencer, Michael	8487392	July 16 2013
Spencer 8	12888521	Sept 23 2010	Betavoltaic Battery with a Shallow Junction and a Method for Making Same	Chandrashekhar, MVS Spencer, Michael	8017412	Sept 13 2011
Spencer 9	13042444	Mar 7 2011	Nuclear Batteries (Endfire)	Chandrashekhar, MVS Spencer, Michael Thomas, Christopher	8134216	Mar 13 2012
Spencer 11	13194967	Jul 31, 2011	Method for the Growth of Sic, by Chemical Vapor Deposition, Using Precursors in Modified Cold-Wall Reactor	Yuri Makarov Michael Spencer	8329252	Dec 11 2012
Spencer 12	13195484	Aug 1 2011	Betavoltaic Battery with a Shallow Junction and a Method for Making Same	Chandrashekhar, MVS Spencer, Michael	8153453	Apr 10 2012
Spencer 13	13351223	Jan 16 2012	Nuclear Batteries (Endfire)	Chandrashekhar, MVS Spencer, Michael Thomas, Christopher	8866245	Oct. 21, 2014

Docket Number	Application Number	Filed Date	Title	Named Inventors	Patent Number	Issued Date
Spencer 14	13372734	Feb 14 2012	Betavoltaic Battery with a Shallow Junction and a Method for Making Same	Chandrashekhar, MVS Spencer, Michael	8802456	Aug. 12. 2014
Spencer 15	13492874	June 10 2012	Low Volumetric Density Betavoltaic Power Device	Thomas, Christopher	PENDING	
Spencer 16	Not Filed Yet	TBD	Random number generator	Mike Spencer, Chris Thomas, Sam Portnoff, Jon Greene	TBD	

PROVISIONAL APPLICATIONS AND PATENTS

Docket Number	Application Number	Filed Date	Title	Named Inventors	Patent Number	Issued Date
Spencer 4	61231863	Aug 6 2009	High Power Density Betavoltaic Battery	Chandrashekhar, MVS Spencer, Michael	N/A	N/A
Spencer 5	61250504	Oct 10 2009	Betavoltaic Battery With a Shallow Junction and a Method for Making Same	Chandrashekhar, MVS Spencer, Michael	N/A	N/A
Spencer 6	61306541	Feb 21 2010	Method and System for Producing Nuclear Batteries	Spencer, Michael Thomas, Christopher	N/A	N/A
Spencer 10	61515938	Aug 7 2011	Low Volumetric Density Betavoltaic Power Device	Thomas, Christopher	N/A	N/A

**EXHIBIT B
TO
PATENT SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF New York
COUNTY OF Tompkins

KNOW ALL MEN BY THESE PRESENTS, that Widetronix Inc., a Delaware corporation ("Debtor"), having an office at 950 Danby Road, Suite 139, Ithaca, NY 14850, hereby appoints and constitutes, severally, John F. Young as authorized representative of John F. Young, Susan M. Barnett and F. J. Young Company, whose address is 410 Triphammer Road, Ithaca, NY 14850 (collectively the "Secured Party"), for implementation of any right or remedy of the Rights and Remedies under, and subject to, Section 4 of the Patent Security Agreement, dated of even date herewith, by and between Debtor and Secured Party (the "Security Agreement") its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its reasonable discretion, deems necessary or advisable for the purpose of implementing any right or remedy of the Rights and Remedies under Section 4 of the Security Agreement, including without limit execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in the Patents or accomplishing any other formality with respect to the foregoing and execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or reasonably advisable to further the purposes described in this Paragraph.

This Power of Attorney is made pursuant to the Security Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until the "Notes", as such term is defined in the Security Agreement, are paid in full.

Dated: April 14 2015

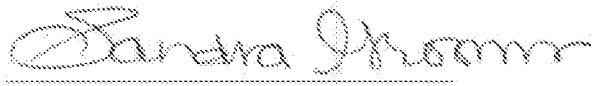
Widetronix Inc., a Delaware corporation

By: 

Title: President and CEO

STATE OF New York
COUNTY OF Tompkins

On this 14th day of April 2015, before me personally came Jonathan Greene, to me known, who being duly sworn, did depose and say, that he is the President and CEO of Widetronix Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the member and/or managers of said corporation.



Notary Public

SANDRA GROOMS
Notary Public, State of New York
No. 01687500076
Qualified in Tompkins County
Commission Expires Feb. 25, 2018