

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3359843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RETIREMENT BENEFIT SOLUTIONS, LLC	05/12/2015
RECEIVING PARTY DATA	
Name:	KEVIN T BYRNE
Street Address:	4421 WEST TIMBERWOOD DRIVE
City:	TRAVERSE CITY
State/Country:	MICHIGAN
Postal Code:	49686
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8335699
Patent Number:	8620696
CORRESPONDENCE DATA	
Fax Number:	(231)941-8192
<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:	231-941-8048
Email:	mary@traverselaw.com
Correspondent Name:	KURT M. BOWDEN
Address Line 1:	620-A WOODMERE
Address Line 4:	TRAVERSE CITY, MICHIGAN 49686
NAME OF SUBMITTER:	KURT M. BOWDEN
SIGNATURE:	/KMBmec/
DATE SIGNED:	05/19/2015
Total Attachments: 7	
source=cover sheet_Exh C-patent assign#page1.tif	
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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)
 Retirement Benefit Solutions, LLC
 4020 Copper View, Suite 115
 Traverse City, Michigan 49684

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

2. Name and address of receiving party(ies)
 Name: Kevin Byrne
 Internal Address: _____

 Street Address: 4421 West Timberwood Drive

 City: Traverse City
 State: Michigan
 Country: USA Zip: 49686

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) May 12, 2015

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

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)
 US 8,335,699 B2
 US 8,620,696 B2

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Kevin Byrne
 Internal Address: _____

 Street Address: 4421 West Timberwood Drive

 City: Traverse City
 State: Michigan Zip: 49686
 Phone Number: 231-941-5008
 Docket Number: _____
 Email Address: kevinbyrne@gmail.com

6. Total number of applications and patents involved: 2

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

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:  5-19-15
 Signature Date

Kurt M. Bowden (P35936), attorney for Kevin Byrne
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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 1450, Alexandria, V.A. 22313-1450

EXHIBIT C

PATENT SECURITY AGREEMENT

Patent security agreement made ~~April~~^{May 12,} 2015, between Retirement Benefit Solutions, LLC, a Michigan limited liability company, of 4020 Copper View, Suite 115, Traverse City, Michigan ("Grantor"), and Kevin T. Byrne, of 4421 West Timberwood Drive, Traverse City, Michigan ("Grantee").

RECITALS

A. Grantor desires to grant and Grantee desires to obtain a lien and security interest on the Patent Collateral (as defined below) as security for the payment by Grantor of the "Purchase Price" to be paid to Grantee as set forth in the Membership Interest Purchase Agreement between Grantor and Grantee of even date herewith.

B. Grantee desires to have Grantee's lien and security interest in the Patent Collateral confirmed by a document identifying that security interest and in such form as may be recorded in the United States Patent and Trademark Office.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE. ASSIGNMENT

In further consideration of "Seller's Equity," as defined by the terms and conditions set forth in the Membership Interest Purchase Agreement between Grantor and Grantee, and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged by Grantor, and to secure the above-described obligations, Grantor does now collaterally assign and grant to Grantee a lien and security interest in:

A. All of Grantor's right, title, and interest in and to (i) the United States Letters Patent and the inventions described and claimed in the same set forth on the attached *Schedule 1* (the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed in the same set forth on the attached *Schedule 1* and any United States Letters Patent that may be issued on any of those applications (collectively, the "Applications"); (iii) any reissue, extension, division, or continuation of the Patents or the Applications (such reissues, extensions, divisions, and continuations referred to collectively in this agreement as the "Reissued Patents"); (iv) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents, and royalties and proceeds referred to collectively in this agreement as the "Patent

Rights”); and

B. All rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims, and demands referred to in this agreement as the “Claims”) (the Patent Rights and Claims collectively referred to as the “Patent Collateral”).

SECTION TWO. GRANTOR'S WARRANTY

Grantor warrants and represents to Grantee that:

A. Grantor is the true and lawful exclusive owner of the Patent Rights set forth on *Schedule 1*, including all rights and interests granted in this agreement;

B. The Patent Collateral is valid and enforceable;

C. Grantor has full power and authority to execute and deliver this agreement;

D. Grantor has no notice of any suits or actions commenced or threatened against Grantor, or notice of claims asserted or threatened against Grantor, with reference to the Patent Rights and the interests granted in this agreement; and

E. The Patent Rights and all interests granted in this agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

SECTION THREE. GRANTOR'S FURTHER COVENANTS

Grantor further covenants that, until all of the above-described obligations have been satisfied in full, Grantor will:

A. Not enter into any agreement, including, but not limited to, a license agreement, which is inconsistent with Grantor's undertakings and covenants under this patent security agreement or which restrict or impair Grantee's rights under this agreement; and

B. Maintain the Patent Collateral in full force and effect.

SECTION FOUR. USE OF PATENT RIGHTS; LICENSES

As long as this patent security agreement is in effect and so long as Grantor has not received notice from Grantee that an event of default has occurred under the Membership Purchase Agreement and that Grantee has elected to exercise its rights under this agreement, Grantor shall continue to have the exclusive right to use the Patent Rights and grant licenses with respect to the same as described in this patent security agreement. Grantee shall have no right to use the Patent Rights or issue any exclusive or nonexclusive

license with respect to the same, or assign, pledge, or otherwise transfer any interest in the Patent Rights to any other person.

SECTION FIVE. RESTRICTIONS ON SALE OR FURTHER ENCUMBRANCE

Grantor agrees not to sell, assign, or further encumber Grantor's rights and interests in the Patent Collateral without prior written consent of Grantee. Notwithstanding, prior written consent of Grantee is not required for Grantor's sale, conveyance or other disposition of the Patent Collateral as part of a transaction contemplated by Section 1.3 of the Member Interest Purchase Agreement, which would trigger full payment of the Purchase Price by Grantor to Grantee. In the case of Grantor's sale, conveyance or other disposition of the Patent Collateral as part of a transaction contemplated by Section 1.3 of the Member Interest Purchase Agreement which results in full payment by Grantor to Grantee of the Purchase Price, Grantee agrees to give Grantor power of attorney to release this lien in order to permit said transaction.

SECTION SIX. GRANTEE'S RIGHTS ON DEFAULT

If an event of default shall occur under the Membership Purchase Agreement, Grantee, as the holder of a security interest under the Uniform Commercial Code as now or later in effect in any applicable jurisdiction, may take such action as is permitted by law or equity, in Grantee's sole discretion, to foreclose on or otherwise realize on the Patent Collateral covered by this agreement. For those purposes, Grantor authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in Grantee's sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on and file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Patent Collateral or to grant or issue any exclusive or nonexclusive license under the Patent Collateral to any other person or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the Patent Collateral to any other person. Grantor ratifies all that attorney shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney shall be irrevocable for the life of this patent security agreement.

SECTION SEVEN. FILING OF DOCUMENTS WITH PATENT AND TRADEMARK OFFICE

Grantor shall at Grantor's own expense, to the extent Grantor deems it necessary, diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection with such applications, and shall not abandon any such application before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any patent without the prior written consent of Grantee. Grantor shall not abandon any Patent Collateral without the

prior written consent of Grantee, which consent shall not to be unreasonably withheld.

SECTION EIGHT. FEES, COSTS AND EXPENSES

Any and all fees, costs, and expenses, including reasonable attorney's fees and expenses incurred by Grantee in connection with the enforcement or termination of this patent security agreement, the filing and recording of any documents (including all taxes resulting from this transaction) in public offices, and any taxes, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the above-described obligations.

SECTION NINE. SUIT TO ENFORCE PATENT COLLATERAL

Grantor shall have the right, with the prior written consent of Grantee, which consent shall not be unreasonably withheld, to bring suit in Grantor's own name to enforce the Patent Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to the suit if Grantee is satisfied that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, on demand, reimburse and indemnify, defend, and hold Grantee harmless from all damages, costs, and expenses, including reasonable attorney's fees, incurred by Grantee pursuant to this Section Nine and all other actions and conduct of Grantor with respect to the Patent Rights during the term of this patent security agreement.

SECTION TEN. MODIFICATION; WAIVER

No modification or waiver of any provisions set forth in this patent security agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

SECTION ELEVEN. PROTECTING PATENT COLLATERAL

With regard to protection of said patents, Grantor agrees to act in good faith, on an informed basis, with the honest belief that the decision is in the best interests of the company, and with that degree of diligence, care and skill which an ordinarily prudent man would exercise under similar circumstances in a like position in dealing with property of others.

SECTION TWELVE. TERMINATION OF GRANTEE'S INTERESTS IN PATENT COLLATERAL

On full and unconditional satisfaction of all Grantor's obligations to Grantee as set forth in the Member Interest Purchase Agreement, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interests in the Patent Collateral.

SECTION THIRTEEN. PERFECTION OF SECURITY INTEREST

Grantor acknowledges and agrees that this patent security agreement shall be perfected by an appropriate recording in the United States Patent and Trademark Office and by the filing of a financing statement pursuant to the Michigan Uniform Commercial Code. Grantee is authorized to sign such forms as are required to perfect such security and Grantor further agrees to sign such forms as are required to perfect such security interest.

SECTION FOURTEEN. PARTIES BOUND


This agreement shall be binding on Grantor, Grantor's successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

SECTION FIFTEEN. GOVERNING LAW

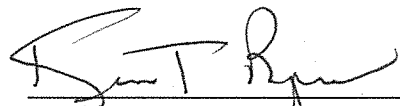
This agreement shall be governed by and construed in accordance with the laws of Michigan.

The parties have executed this agreement at the offices of Bowerman Bowden Ford located at 620-A Woodmere, Traverse City, Michigan, on April 12, 2015, at 2:00 p.m., executed separately, or executed at such other time and place as the parties may agree. *Clute & Luyt*

Grantor:
Retirement Benefit Solutions, LLC


By: PATRICK J. ELSHAW
Its: PRESIDENT

Grantee:


Kevin T. Byrne

Schedule 1

Patents: US8335699, US8620696