

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3431006

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SKKY INCORPORATED	07/07/2015
RECEIVING PARTY DATA	
Name:	DIAMAJECS, LLC
Street Address:	767 FIFTH AVENUE
Internal Address:	C/O PERRY CAPITAL
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10153
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	7548875
Patent Number:	8423427
Patent Number:	8908567
Patent Number:	8892465
Patent Number:	9037502
Patent Number:	8972289
Application Number:	14057672
Application Number:	14230733
Application Number:	14230762
Application Number:	14230823
Application Number:	14230857
Application Number:	14230877
Application Number:	14230906
Application Number:	14230938
Application Number:	14302006
Application Number:	14502033
Application Number:	14676400
Application Number:	12322537
Application Number:	12653550

PATENT

Property Type	Number
Application Number:	12322609
Application Number:	12456343
Application Number:	62067752
Application Number:	62052739

CORRESPONDENCE DATA

Fax Number: (617)523-1231

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: 6175708764

Email: rthomas@goodwinprocter.com

Correspondent Name: RYAN E THOMAS

Address Line 1: GOODWIN PROCTER LLP

Address Line 2: EXCHANGE PLACE, 53 STATE STREET

Address Line 4: BOSTON, MASSACHUSETTS 02109

NAME OF SUBMITTER: RYAN E. THOMAS

SIGNATURE: /RET/

DATE SIGNED: 07/09/2015

Total Attachments: 8

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SECURITY AGREEMENT

Dated: July 7, 2015

WHEREAS, SKKY Incorporated, a Minnesota corporation (together with its successors and assigns, the "Grantor"), own the patents, patent registrations and patent applications listed on Schedule 1 annexed hereto (collectively the "Patents"); and

WHEREAS, Diamajecs, LLC, a Delaware limited liability company (herein, together with its successors and assigns, "Grantee"), desires to make a loan to Grantor and Grantor desires to accept the same as further set forth herein pursuant to that certain Secured Promissory Note in the principal amount of \$250,000 (the "Notes"); and

WHEREAS, to secure payment and performance of the Grantor's obligations to repay the Note, the Grantor wishes to grant to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under and to the Patents, together with the other interests constituting the Collateral, as defined below;

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

1. Grant of Security Interest. As collateral security for the payment and performance of the Secured Obligations (as defined below), Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to below as (the "Collateral")), whether presently existing or hereafter created or acquired:

(a) each Patent referred to in Schedule 1 annexed hereto, which represents all Patents issued to or pending by Grantor as of the date of this Agreement, and any Patent acquired by Grantor after the date of this Agreement;

(b) with regard to each Patent, any continuation, continuation-in-part, division, reexamination, reissue, extension, substitution, renewal, foreign counterpart, application, or equivalent of that Patent, any patent applications related to any of the foregoing or claiming priority to any patent or patent application to which any of the foregoing claim priority, and any claim of any United States or foreign patent or patent application on which foreign patent or foreign patent application a claim of priority is made upon one or more of the referenced patents. The Collateral identified in 1(a) and 1(b) are collectively referred to herein as (the "Patent Collateral").

(c) All personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), patent claims, commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings,

service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Grantor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Grantor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

2. Secured Obligations. The security interest granted hereunder shall secure the payment and performance of all obligations of the Grantor under the Note (the "Secured Obligations").

3. Binding Obligation. Grantor represents and warrants that this Agreement is a legally valid and binding obligation of Grantor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

4. Attachment. Grantor confirms that value has been given by the Grantee to the Grantor, that the Grantor has rights in the Collateral existing at the date of this Agreement and that the Grantor and the Grantee have not agreed to postpone the time for attachment of the security interests to any of the Collateral.

5. Ownership of Patent Collateral. Grantor represents and warrants that Grantor owns the Collateral, free and clear of any liens, financing statements, or other encumbrances of any type, kind or nature.

6. Perfection. Grantee shall have a valid, perfected security interest in the Patent Collateral securing the payment and performance of the Secured Obligations.

7. Best Efforts; No Default. Grantor represents and warrants to Grantee that the execution and delivery and performance of this Agreement by the Grantor will not violate or cause a default under any agreement previously entered into by Grantor with respect to the Collateral.

8. Government Authorizations. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor or (b) for the perfection of or the exercise by Grantee of its rights and remedies hereunder (except as may have been taken by or at the direction of Grantor or Grantee).

9. Grantee Authorized. Grantor hereby authorizes Grantee to make all filings and take all other actions necessary or desirable to perfect and protect the security interest granted hereunder, and authorizes Grantee to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral including the Patent Collateral without the signature of Grantor where permitted by law. Without limiting the generality of the foregoing, Grantee may file with the United States Patent and Trademark Office, Secretary of State of any State, and any similar domestic or foreign office, department or agency, such

documents, forms, instruments and other items as the Grantee may deem necessary or appropriate to evidence and perfect the security interest granted hereunder. Grantor shall assist Grantee in making any filings of any U.C.C. financing statements that are necessary to perfect Grantee's security interest. Grantor represents and warrants that whatever information required to be included in any U.C.C. filing to perfect Grantee's security interest shall be true and correct in all material respects. Grantor covenants to Grantee that it will not make any changes to any information required in any such filings while this Security Agreement is in effect. The Parties agree that to record the rights granted by Grantor to Grantee in the USPTO, the acknowledgement attached hereto as Schedule 2 shall be used. Upon demand of the Grantee, the Grantor shall promptly execute any such documents, forms, instruments and other items reasonably necessary and prudent to evidence and perfect such interest.

10. No Encumbrances; No Transfers. Grantor covenants that it will keep the Collateral free and clear of all other liens and encumbrances during the term of this Agreement except for any attorney's liens that may arise with respect to legal claims. Grantor further covenants to Grantee that it shall not transfer or convey any of the Collateral covered by this Security Agreement during the term of this Agreement.

11. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement ("Events of Default").

- (a) Grantor shall fail to pay or perform any or all of the Secured Obligations when due;
- (b) Grantor defaults or breaches any covenant or agreement contained herein or any representation or warranty herein given by Grantor is false or materially misleading; or
- (c) An "Event of Default" occurs as defined in and pursuant to the Note.

12. Remedies Upon an Event of Default. Upon the occurrence of an Event of Default and at any time thereafter, Grantee may exercise any one or more of the following rights and remedies:

- (a) declare the Note to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand;
- (b) exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including but not limited to the right to take possession of any Collateral, including the proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Grantor hereby expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral. Grantee may require Grantor to make the Collateral available to Grantee at a place to be designated by Grantee which is reasonably convenient to both parties, and if notice to Grantor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least 10 calendar days prior to the date of intended disposition or other action;

(c) notify any account Grantor or obligor of any of the Collateral that the same have been assigned to Grantee and direct such account Grantor or obligor to make all future payments to Grantee; and

(d) exercise or enforce any and all other rights or remedies available to Grantee by law or agreement against Grantor, against the Collateral, or against any other person or property.

13. Notices. Any notices, approvals, requests, remands or other communications required hereunder shall be given to:

TO
GRANTOR:
SKKY, INC.
888 Colwell Building
123 North Third Street
Minneapolis, Minnesota 55401
Attn: President

TOGRANTEE:
Diamajecs, LLC
c/o Perry Capital
767 Fifth
Avenue
New York, New York 10153
Attn:

14. Successors and Assigns. This Agreement is for the benefit of Grantee and its successors and assigns, and Grantee may assign or transfer it without the need for written consent from Grantor. This Agreement shall be binding on Grantor and its successors and assigns, and Grantor shall not assign it without written consent of Grantee, which will not be unreasonably withheld.

15. Changes in Writing. No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure by Grantor therefrom, shall in any event be effective without the written concurrence of Grantee and Grantor.

16. Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of Grantee in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

17. Headings. Article, Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

18. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed signature page to this Agreement by facsimile or other electronic form of transmission shall be as effective as delivery of a manual executed copy of this Agreement.

19. Applicable Law. This Agreement shall be interpreted, construed and enforced in accordance with the substantive laws of the State of New York.

20. Definition of Affiliate. The term "Affiliate" when used in reference to a specified Person, means any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the specified Person. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meaning correlative to the foregoing.

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

[SIGNATURE PAGE TO FOLLOW]

GRANTOR:

By: [Signature]
Name: CRD
Title: John M. [Signature]
CRD

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

[Signature]

By: _____
Name: _____
Title: _____

Schedule 1 to
Patent Security Agreement

US PATENTS AND PATENT APPLICATIONS IN FORCE

File No.	Filing Date	Issue Date	Title	Status
Issued				
Pat #7,548,875 App # 10/183,756	Filed: 06126102	06/16/09	MEDIA DELIVERY PLATFORM	Issued
Pat #8,423,427 App # 12/322,618	Filed: 02104109	04/16/13	MEDIA DELIVERY PLATFORM	Issued
Pat #8,908,567 App # 14/230,696	Filed: 03/31/14	12/09/14	MEDIA DELIVERY PLATFORM	Issued
Pat #8,892,465 App # 14/302,065	Filed: 06/11/14	11/18/14	MEDIA DELIVERY PLATFORM	Issued
Pat# 9,037,502 App# 12/322,615	02/04/09	05/19/15	MEDIA DELIVERY PLATFORM	Issued
Pat# 8,972,289 App# 14/057,831	10/18/13	03/03/15	MEDIA DELIVERY PLATFORM	Issued
Pending Continuation				
App# 14/057,672	10/18/13		MEDIA DELIVERY PLATFORM	Pending
App# 14/230,733	03/31/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/230,762	03/31/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/230,823	03/31/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/230,857	03/31/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/230,877	03/31/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/230,906	03/31/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/230,938	03/31/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/302,006	06/11/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/502,033	09/30/14		MEDIA DELIVERY PLATFORM	Pending
App# 14/676/400	04/01/15		MEDIA DELIVERY PLATFORM	Pending

Pending CIP				
File No.	Filing Date	Issue Date	Title	Status
App# 12/322,537 4624.04US01	02/04/09		TELEPHONE INITIATED PROTOCOL-IMPROVED MEDIA DELIVERY PLATFORM	Pending
App# 12/653,550 4624.06US01	12/15/09		MOBILE BANKING AND PAYMENT PLATFORM	Pending
App# 12/322,609 4624.07US01	02/04/09		VIRTUAL WIRELESS DATA CABLE METHOD, APPARATUS AND SYSTEM	Pending
App# 12/456,343 4624.08US01	06/15/09		MOBILE DIALOGUE SYSTEM AND MOBILE CONTENT DELIVERY SOLUTIONS	Pending
Provisional				
App# 62/067,752 4624.16US01PI	Filed 10/23/14		DATA TRANSMISSION OVER A CELLULAR VOICE CHANNEL	Pending
62 App# 12/052,739 4624.17US01PI	Filed 09/19/14		MULTI-MODAL CLOUD BASED DATA COMMUNICATION PLATFORM UTILIZING	Pending