

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3435188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
UNIQUE SYSTEMS LLC			04/24/2015
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FLORIDA BUSINESS DEVELOPMENT CORPORATION		
<b>Street Address:</b>	6801 LAKE WORTH ROAD, ROOM 209		
<b>City:</b>	LAKE WORTH		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33467		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	13734315		
<b>Application Number:</b>	61585900		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(603)868-9399		
<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>			
<b>Phone:</b>	6038689300		
<b>Email:</b>	william@SandRLaw.Net		
<b>Correspondent Name:</b>	SCHWARTZ & ROMAN PLLC		
<b>Address Line 1:</b>	24 NEWMARKET ROAD		
<b>Address Line 2:</b>	PO BOX 799		
<b>Address Line 4:</b>	DURHAM, NEW HAMPSHIRE 03824		
<b>NAME OF SUBMITTER:</b>	WILLIAL G BATES IV		
<b>SIGNATURE:</b>	/wgb/		
<b>DATE SIGNED:</b>	07/13/2015		
This document serves as an Oath/Declaration (37 CFR 1.63).			
<b>Total Attachments: 9</b>			
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## PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") dated as of April 24, 2015, is executed and delivered by UNIQUE SYSTEMS LLC, a Georgia limited liability company (the "Debtor"), with a mailing address of P.O. Box 3053, Dalton, Georgia 30719, in favor of Florida Business Development Corporation, its successors and or assigns, with a mailing address of 6801 Lake Worth Road, Room 209, Lake Worth, FL, 33467 (the "Secured Party").

WHEREAS, the Secured Party is making a loan to the Debtor and Green Vulture, LLC, a Georgia limited liability company (collectively, "Borrowers" with each separately being called "Borrower") in the principal amount of \$2,714,000.00 (the "Loan") as more particularly described in that certain Security Agreement dated of even date herewith to which Borrowers and Secured Party are parties (such Security Agreement, and any and all amendments, modifications, extensions, renewals and restatements thereof, being herein called the "Security Agreement");

WHEREAS, Borrowers have jointly and severally agreed to repay the Loan, with interest thereon, in accordance with that certain Promissory Note from Borrowers to Secured Party dated as of even date herewith in the principal amount of TWO MILLION SEVEN HUNDRED FOURTEEN THOUSAND AND 00/100THS DOLLARS (\$2,714,000.00) (such Promissory Note, as same may be amended, modified, extended, renewed or restated from time to time, being herein called the "Note");

WHEREAS, to secure the obligations of the Borrowers under the Note and under the Security Agreement and other Secured Obligations (as hereinafter defined), the Debtor desires to collaterally assign, and grant a security interest in, certain letter patents, patents, patent applications and other rights associated therewith; and

WHEREAS, it is a condition precedent to the Secured Party's making the Loan to Borrowers that the Debtor execute and deliver this Agreement.

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

Section 1. Security Interest In Patent Collateral. (a) To secure the prompt and complete payment, observance and performance of all of the Secured Obligations (as defined in paragraph (b) below), the Debtor hereby collaterally assigns to the Secured Party, and grants to the Secured Party, a continuing security interest in, with power of sale to the extent permitted by applicable law, and lien upon all of the Debtor's now owned or hereafter acquired or arising or to which a right of ownership is owed by law:

(i) letter patents, registered patents and patent applications, including without limitation, the registered letter patents, patents and patent applications listed on Schedule I attached hereto and incorporated herein by reference and made a part hereof, and (1) all renewals, divisions, reissues, continuations, continuations-in-part, improvements, foreign counterparts and proceeds thereof, (2) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (3) the right to sue for past, present and future infringements and dilutions thereof, and (4) all of the Debtor's rights corresponding thereto throughout the world (all of the foregoing collectively referred to as the

**“Patents”**); and

(ii) the goodwill of the Debtor’s business connected with and symbolized by the Patent Collateral; and

(iii) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing (all of the foregoing described in (i) - (iii) above hereinafter collectively referred to as the **“Patent Collateral”**).

(b) Secured Obligations. As used herein, the term **“Secured Obligations”** shall mean all joint and several indebtedness, liabilities and obligations of Borrowers to Secured Party now or hereafter evidenced by or arising under the Note and all renewals, extensions, amendments, restatements and/or refinancings thereof, together with all joint and several indebtedness, liabilities and obligations of Borrowers, whether now existing or hereafter incurred, under the Security Agreement, together with any and all other indebtedness or liability of any nature, whether direct or indirect, absolute or contingent or otherwise, now owing or which may hereafter be owing by Borrowers and/or either Borrower to Secured Party, however and whenever incurred, relating to the Loan and/or any amendments, modifications, extensions, renewals, restructures and/or refinancing of the Loan together with any and all debts, liabilities and obligations of the Debtor under this Agreement.

(c) License to Use Patent. During the term of this Agreement and subject to the terms of this Agreement, the Secured Party hereby grants to the Debtor an exclusive license to use the Patent Collateral in the ordinary course of the business of the Debtor in a manner consistent with past practice and upon reasonable terms consistent with industry standards. However, upon the occurrence of an Event of Default (as defined below), the license granted by the Secured Party to the Debtor to use the Patent Collateral pursuant to this paragraph (c) shall immediately and automatically terminate without notice and the Debtor shall have no right to use the Patent Collateral without the prior written consent of the Secured Party.

(d) Second Priority Lien. It is the intent of the Debtor that this Agreement create a valid security interest in, and collateral assignment of, the Patent Collateral. If during the term of this Agreement the Debtor shall obtain rights to any new patentable inventions, or becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Section 1 shall automatically apply thereto and the Debtor shall give Secured Party prompt notice thereof in writing. The Debtor hereby authorizes Secured Party to modify this Agreement by amending Schedule I to include any future patents and patent applications of the Debtor.

Section 2. Restrictions on Future Agreements. The Debtor shall not, without the Secured Party’s prior written consent, transfer, convey or assign any interest in the Patent Collateral to any other person without the prior written consent of Secured Party; provided, however, as long as no Event of Default has occurred hereunder, the Debtor may license its patents from time to time in the ordinary course of business upon terms that are consistent with industry standards as part of an arms length transaction, and provided that upon the occurrence of an Event of Default hereunder any licensing fees, royalties or other fees or sums now or hereafter due the Debtor in connection with said licenses shall be paid to Secured Party for application to the Secured Obligations in such order of application as is determined by Secured Party. The Debtor will not take any action or fail to take any action, and will use its best efforts to prevent any action by other persons subject to its control which would adversely affect the validity or enforceability of the rights transferred to the Secured Party under this Agreement or the rights associated with any of the Patent Collateral.

Section 3. New Patent Collateral. The Debtor represents and warrants that Schedule I sets forth all of the patents and patent applications of the Debtor.

Section 4. Representations. The Debtor represents and warrants to and covenants with the Secured Party that:

(a) No patents, letter patents or patent applications constituting part of the Patent Collateral has been adjudged invalid or unenforceable in whole or in part;

(b) The Patent Collateral is valid and enforceable and no claim has been made that the use of any of the Patent Collateral infringes upon the rights of any person;

(c) The Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all of the Patent Collateral, free and clear of any liens except for security interest in favor of Secured Party; and

(d) The Debtor has the unqualified right to enter into this Agreement and perform its terms and, to the extent it deems reasonably necessary, has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(e) The Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office and all applicable foreign government offices to maintain the Patents in existence, including, without limitation, filing all necessary documents with the United States Patent and Trademark Office and all applicable foreign government offices for each patent to maintain it without loss of protection therefor; and

(f) No currently existing licensing arrangements with respect to any of the Patents prohibits the Debtor from granting a security interest in the Patent Collateral.

Section 5. Royalties. The Secured Party's interest in the Patent Collateral as granted and authorized by the Debtor hereunder shall be coextensive with the Debtor's interest in the Patent Collateral and shall not create any liability for the payment of royalties or other charges from the Secured Party to the Debtor or any other person.

Section 6. Right to Inspect; Further Assignments and Security Interests. The Secured Party shall have the right, at any reasonable time and from time to time, to inspect the Debtor's premises and to examine the Debtor's books, records and operations relating to the Patent Collateral; provided, however, that in conducting such inspections and examinations, the Secured Party shall use its best efforts to keep all information relating to any Patent Collateral gleaned in any such inspection or examination confidential and shall not divulge any such information to any Person other than the Secured Party or any assignee of Secured Party or any lender participating with Secured Party (or with the United States Small Business Administration) with any debt secured hereby (or any assignee of Secured Party) or their respective officers, directors, employees, professional consultants and other designated agents; provided, further, that (A) the Secured Party may disclose any such confidential information as required by applicable law or (B) the Secured Party may disclose any such confidential information to any Person in connection with the sale, license or transfer of any Patent Collateral by the Secured Party after the occurrence and during the

continuance of an Event of Default. After the occurrence and during the continuance of an Event of Default, the Debtor agrees that the Secured Party, shall have the right (but not the obligation) to take any and all actions to preserve the Patent Collateral and protect against any and all infringements thereon.

Section 7. Termination of the Secured Party's Collateral Assignment and Security Interest.

This Agreement is made for collateral security purposes only. Upon the final and indefeasible payment in full of all of the Secured Obligations and termination of all financing arrangements between the Secured Party and Borrowers and each Borrower, this Agreement shall terminate.

Section 8. Additional Obligations of the Borrower. (a) The Debtor shall take all reasonable and necessary action to preserve and maintain all of the Debtor's rights in the Patent Collateral, including, without limitation, making timely filings with the United States Patent and Trademark Office for renewals and extensions and diligently monitoring unauthorized use thereof and paying annuities and otherwise maintaining foreign counterparts with respective foreign patent offices. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

(b) The Debtor shall notify the Secured Party promptly if the Debtor knows, or has reason to know, that any application or registration relating to any Patent Collateral may become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, any foreign patent office, or any court) regarding the Debtor's ownership of or the Secured Party's interest in, any Patent Collateral, its right to register the same, or its right to keep and maintain the same.

(c) Intentionally Omitted

(d) The Debtor will, after notice to and approval by the Secured Party, by or through counsel reasonably acceptable to the Secured Party, take or cause to be taken all necessary steps and actions, including, without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain the Patent Collateral, including, without limitation, filing of applications for renewal and payment of maintenance fees.

Section 9. The Secured Party's Right to Sue. After the occurrence and during the continuance of an Event of Default (as hereinafter defined), the Secured Party shall have the right, but not the obligation, to bring suit in its own name to enforce any rights pertaining to the Patent Collateral and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, cooperate fully to the extent requested by the Secured Party in and of such enforcement. The Debtor shall, upon demand, promptly reimburse the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of such enforcement (including, without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 10. The Secured Party's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that, upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise any of the rights and remedies provided in this Agreement, the Security Agreement (as hereinafter defined) and/or in any of the Loan Documents (as defined in the Security Agreement), all rights and remedies under applicable law, and/or all rights and remedies of a secured party under the Uniform Commercial Code and/or any other applicable law. Without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as described in the next sentence, if required by

applicable law), or demand whatsoever to the Debtor, each of which the Debtor hereby expressly waives, and without advertisement (except as required by applicable law), collect directly any payments due the Debtor in respect of the Patent Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Patent Collateral or any interest which the Debtor may have therein. The Debtor hereby agrees that ten (10) days notice to the Debtor of any public or private sale or other disposition of any of the Patent Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required under applicable law. At any such sale or disposition, Secured Party may, to the extent permitted by applicable law, purchase the whole or any part of the Patent Collateral sold, free from any right of redemption on the part of the Debtor, which right the Debtor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of Patent Collateral all cost and expenses incurred by Secured Party in enforcing its rights hereunder (including, without limitation, all attorney's fees), Secured Party shall apply the remainder of such proceeds to the payment of the Secured Obligations in such order of application determined by Secured Party in its discretion. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Debtor or such other person as may be legally entitled thereto. If any deficiency shall arise, Borrowers shall remain jointly and severally liable to Secured Party therefor. As used herein, the term "**Event of Default**" shall mean the occurrence of any one or more of the following:

(i) the occurrence of an Event of Default under that certain Security Agreement from the Debtor to Secured Party dated as of even date herewith which secures, inter alia, the payment of the debt evidenced by the Note (such Security Agreement and all amendments and modifications thereof being herein called the "**Security Agreement**"); or

(ii) the occurrence of an Event of Default under, and as defined in, the Security Agreement or any of the other Loan Documents (as defined in the Security Agreement); or

(iii) failure of the Debtor to comply with, perform, keep and observe each of the terms, covenants and agreements contained in this Agreement; or

(iv) any representation or warranty of the Debtor in this Agreement proves to be false or materially misleading.

Section 11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

Section 12. Cumulative Remedies; Power of Attorney. All of the Secured Party's rights and remedies with respect to the Patent Collateral, whether established hereby, by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently. The Debtor hereby appoints the Secured Party and all Persons designated by the Secured Party, in its sole and absolute discretion, as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time after the occurrence and during the continuance of an Event of Default, in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation, (a) endorsement of the Debtor's name on all applications, documents, papers and instruments related to the Patent Collateral, (b) the grant or issuance of any exclusive or non-exclusive license under any of the Patent Collateral or (c) the assignment, pledge, conveyance or other disposition of any of the Patent

Collateral. This power of attorney being coupled with an interest, shall be irrevocable for the term of this Agreement and thereafter until all of the Secured Obligations shall have been finally and indefeasibly paid in full and all financing arrangements between the Secured Party and Borrowers and each Borrower shall have been terminated. The Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Security Agreement, the Security Agreement or other Loan Documents (as defined in the Security Agreement), but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by applicable law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Georgia or any other applicable jurisdiction.

Debtor hereby authorizes Secured Party to file from time to time such UCC Financing Statements (without requiring Debtor's execution thereof) naming Debtor, as debtor, and Secured Party, as secured party, as Secured Party deems appropriate to perfect or protect the security interest granted Secured Party in the Patent Collateral.

Section 13. Binding Effect; Benefits. This Agreement shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Debtor. The Debtor shall not voluntarily assign its obligations hereunder.

Section 14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA (WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICT OF LAWS).

Section 15. Notices. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed or delivered, if to the Debtor at the following address: Unique Systems, LLC, 1205 Royal Drive, Dalton, Georgia 30720; Attn: President, and if to Secured Party, at the following address: Florida Business Development Corporation, 6801 Lake Worth Road, Room 209, Lake Worth, FL 33467, or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall be effective (i) if mailed, when received or three days after mailing, whichever is earlier; or (ii) if hand delivered, when delivered.

Section 16. The Secured Party's Duty. The Secured Party shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law with respect to the Patent Collateral except for those arising out of or in connection with the Secured Party's gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any action necessary to preserve rights in the Patent Collateral against any other persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Debtor and shall be added to the Secured Obligations secured hereby.

Section 17. Waiver of Notice and Bond. THE DEBTOR WAIVES (a) ANY NOTICE PRIOR TO THE TAKING OF POSSESSION OR CONTROL OF ANY OF THE PATENT COLLATERAL OR ANY POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE SECURED PARTY TO EXERCISE ANY OF THE SECURED PARTY'S REMEDIES SET FORTH HEREIN, INCLUDING THE ISSUANCE OF AN IMMEDIATE WRIT OF POSSESSION AND (b) THE BENEFIT OF ALL LAWS REQUIRING A VALUATION OR APPRAISAL OF ANY PATENT COLLATERAL BEFORE THE SECURED PARTY MAY EXERCISE ANY RIGHTS OR REMEDIES AGAINST

THE PATENT COLLATERAL OR BEFORE SUCH EXERCISE SHALL BE DEEMED TO BE REASONABLE AND ALL LAWS WHICH EXEMPT PROPERTY FROM THE DEFINITION OF PATENT COLLATERAL OR FROM THE EXERCISE BY THE SECURED PARTY OF ITS RIGHTS AND REMEDIES HEREUNDER.

Section 18. Waivers. No course of dealing between the Debtor and the Secured Party, and no failure or delay on the part of the Secured Party to exercise any right, power or privilege hereunder, under the Security Agreement or any other related document shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Security Agreement or under any other document shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 19. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 1 and 3 hereof or by a writing signed by the parties hereto.

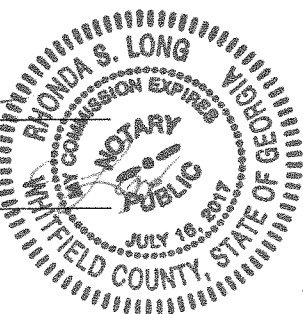
Section 20. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

Section 21. Indemnification. Neither this Agreement nor any actions on the part of Secured Party shall constitute an assumption by Secured Party of any of the obligations of the Debtor under or with respect to the Patent Collateral, and the Debtor shall continue to be liable for all obligations related to the Patent Collateral. The Debtor does hereby agree to protect, defend, indemnify and hold Secured Party harmless from and against any and all losses, costs, liability and expenses, including but not limited to attorney's fees and expenses, resulting from the Patent Collateral or incurred by Secured Party as a result of this Agreement.

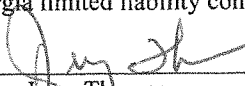
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has duly executed and delivered this Patent Collateral Assignment and Security Agreement under seal as of the date and year first written above.

Witness  
Notary



UNIQUE SYSTEMS LLC,  
a Georgia limited liability company

By:   
Name: Jerry Thomas  
Title: Member

#### ASSIGNMENT TO SBA


Florida Business Development Corporation assigns this Patent Collateral Assignment and Security Agreement to the U.S. SMALL BUSINESS ADMINISTRATION.

Signed, sealed and delivered  
in the presence of:

Witness  
Notary Public



FLORIDA BUSINESS DEVELOPMENT CORPORATION  
d/b/a Georgia Small Business Capital

BY:   
WILLIAM G. BATES JR.  
TITLE: Vice President



SCHEDULE I  
PATENT COLLATERAL

Patent	US Patent Application #	Status
	13/734, 315	Pending (filed 1/4/13)
	61/585, 900	Expired (filed 1/12/12)