

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3483759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ERUCES, INC.	08/13/2015
RECEIVING PARTY DATA	
Name:	CENTRAL VALLEY ADMINISTRATORS, INC.
Street Address:	3115 OCEAN FRONT WALK, SUITE 301
City:	MARINA DEL REY
State/Country:	CALIFORNIA
Postal Code:	90292
Name:	ABDALLAH FARRUKH MD
Street Address:	40624 16TH STREET WEST
City:	PALMDALE
State/Country:	CALIFORNIA
Postal Code:	93551
Name:	SAM KHULUSI
Street Address:	12 RAWHIDE LANE
City:	ROLLING HILLS ESTATES
State/Country:	CALIFORNIA
Postal Code:	90274
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7885413
Patent Number:	7681042
Patent Number:	7362868
CORRESPONDENCE DATA	
Fax Number:	(858)638-5016
<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:	(858) 677-1400
Email:	lisa.ortiz@dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100
PATENT	

Address Line 4: SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	389757-000003
NAME OF SUBMITTER:	TROY ZANDER
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	08/14/2015
Total Attachments: 16 source=Eruces#page1.tif source=Eruces#page2.tif source=Eruces#page3.tif source=Eruces#page4.tif source=Eruces#page5.tif source=Eruces#page6.tif source=Eruces#page7.tif source=Eruces#page8.tif source=Eruces#page9.tif source=Eruces#page10.tif source=Eruces#page11.tif source=Eruces#page12.tif source=Eruces#page13.tif source=Eruces#page14.tif source=Eruces#page15.tif source=Eruces#page16.tif	

SECURITY AGREEMENT

This Security Agreement (the "**Agreement**") is made as of August 13, 2015 by and among ERUCES, Inc., a Delaware corporation (the "**Debtor**"), in favor of each of the parties listed on Exhibit A hereto (each a "**Secured Party**" and collectively the "**Secured Parties**").

RECITALS

The Debtor and the Secured Parties are parties to a Senior Secured Convertible Note Purchase Agreement of even date with this Agreement (the "**Purchase Agreement**") pursuant to which the Secured Parties shall purchase, in one or more closing on or after the date hereof, Notes (as defined in the Purchase Agreement) from the Debtor. The Notes are hereinafter individually referred to as a "**Note**" and collectively as the "**Notes**." The parties intend that the Debtor's obligations to repay the Notes be secured by the assets of the Debtor.

AGREEMENT

In consideration of the purchase of the Notes by the Secured Parties and for other good and valuable consideration, the Debtor hereby agrees with the Secured Parties as follows:

1. Grant of Security Interest. To secure the Debtor's full and timely performance of all of the Debtor's obligations and liabilities to the Secured Parties pursuant to the Notes (including, without limitation, Debtor's obligation to timely pay the principal amount of, and interest on, the Notes, including any extensions or renewals thereof or any future advances thereunder (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Debtor)) (the "**Obligations**"), the Debtor hereby grants to the Secured Parties a continuing security interest (the "**Security Interest**") in and to all of the property described on Exhibit B to this Agreement including without limitation those patents, copyrights and trademarks listed on Schedules B-1, B-2 and B-3, attached hereto, (collectively, the "**Collateral**"). The Security Interest shall be senior to any and all Indebtedness (as defined in the Purchase Agreement) of the Debtor, including, but not limited, for any money borrowed from any third party lender or other financing source, whether with respect to payment or redemptions, interest, damages, upon liquidation or dissolution or otherwise, and whether existing today or hereafter incurred. The Secured Parties shall have a first and prior interest in all of the Collateral.

2. Agreement Among the Secured Parties.

(a) Payment Pro Rata. Payment to the Secured Parties under the Notes shall be made in proportion to the principal and accrued interest then outstanding on any such date of payment to each, until such obligations are paid or retired in full.

(b) Sharing of Payments. If any Secured Party shall at any time receive any payment of principal, interest or other charge arising under a Note, or upon any other obligation of Debtor or any sums by virtue of counterclaim, offset, or other lien that may be exercised, or from any security, other than payments made on the same date to all Secured Parties, such Secured Party shall share such payment or payments ratably with the other Secured Parties as to maintain as near as possible the unpaid balance of the loans pro rata according to the Secured Parties' aggregate proportionate interests.

(c) Sharing of Collateral. For Purposes of this Agreement, "**Event of Default**" means Debtor's failure to pay or discharge the Obligations in full in accordance with the terms of the Notes. Upon the occurrence of any Event of Default, and if the Secured Parties proceed to exercise any rights with respect to the Collateral, the Secured Parties shall share the Collateral and the proceeds of such Collateral ratably, without priority of one over the other.

(d) Appointment of Agent. The Secured Parties agree that Lead Purchaser (as defined in the Purchase Agreement) may act as the agent of all Secured Parties to execute and deliver in their names such

instruments, documents, statements and amendments thereto as may be necessary or appropriate to perfect or continue the perfection of the security interest granted in this Agreement.

(e) Enforcement. Enforcement of the Secured Parties' rights hereunder shall only be taken by the Lead Purchaser acting as the agent for all of the Secured Parties. The action of the Lead Purchaser taken in accordance with the preceding sentence, shall in each case bind all the Secured Parties. Each of the Secured Parties agrees that any Secured Parties acting under Sections 2(d) and 2(e) shall not be liable to the other Secured Parties for any acts taken in good faith in enforcing the rights of the Secured Parties hereunder.

3. Covenants. The Debtor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until the Obligations are paid in full:

(a) Other Liens. Except for the Security Interest and subject to subsection (g) below, the Debtor is the owner of the Collateral and will be the owner of the Collateral hereafter acquired free from any adverse lien, security interest or encumbrance (other than liens arising in connection with any indebtedness which is subordinated debt thereunder), including, without limitation, purchase money security interests that will be discharged upon Debtor's payment of the purchase price for the applicable property), and the Debtor will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein. No financing statements covering any Collateral or any proceeds thereof are on file in any public office.

(b) Further Documentation. At any time and from time to time, upon the written request of the Secured Parties, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Secured Parties may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, filing any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction or with the United States Patent and Trademark Office, respect to the liens created hereby. The Debtor also hereby authorizes the Secured Parties to file any such financing or continuation statement without the signature of the Debtor to the extent permitted by applicable law. A reproduction of this Agreement shall be sufficient as a financing statement (or as exhibit to a financing statement on form UCC-1) for filing in any jurisdiction.

(c) Indemnification. The Debtor agrees to defend, indemnify and hold harmless the Secured Parties against any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses): (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any governmental authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Agreement.

(d) Maintenance of Records. The Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

(e) Inspection Rights. The Secured Parties shall have full access during normal business hours, and upon reasonable prior notice, to all the books, correspondence and other records of the Debtor relating to the Collateral, and the Secured Parties or their representatives may examine such records and make photocopies or otherwise take extracts from such records. The Debtor agrees to render to the Secured Parties, at the Debtor's expense, such clerical and other assistance as may be reasonably requested with regard to the exercise of its rights pursuant to this paragraph.

(f) Compliance with Laws, etc. The Debtor will comply in all material respects with all laws, rules, regulations and orders of any governmental authority applicable to any part of the Collateral or to the operation of the Debtor's business; provided, however, that the Debtor may contest any such law, rule, regulation or order in any reasonable manner which does not, in the reasonable opinion of the Debtor, adversely affect the Secured Parties' rights or the priority of their liens on the Collateral.

(g) Payment of Obligations. The Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or with respect to any of its income or profits derived from the Collateral, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity of such charge is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest in the Collateral and (iii) such charge is adequately reserved against on the Debtor's books in accordance with generally accepted accounting principles.

(h) Limitation on Liens on Collateral. The Debtor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien or claim on or to the Collateral, other than the Security Interest and the security interests described in Exhibit C to this Agreement, and will defend the right, title and interest of the Secured Parties in and to any of the Collateral against the claims and demands of all other persons.

(i) Limitations on Dispositions of Collateral. The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral including any of the intellectual property of the Debtor, or attempt, offer or contract to do so, provided however that Debtor will be allowed to grant licenses to or sell its products and related documentation in the ordinary course of business and to establish or provide for escrows of related intellectual property in connection therewith.

(j) Further Identification of Collateral. The Debtor will furnish to the Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Parties may reasonably request, all in reasonable detail.

4. Secured Parties' Appointment as Attorney-in-Fact.

(a) Powers. The Debtor hereby appoints the Lead Purchaser, on behalf of the Secured Parties, and any officer or agent of the Lead Purchaser, with full power of substitution, as its attorney-in-fact with full irrevocable power and authority in the place of the Debtor and in the name of the Debtor or in their own name, from time to time in the Lead Purchaser's discretion so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any instrument which may be necessary or desirable to accomplish the purposes of this Agreement. Without limiting the foregoing, so long as an Event of Default has occurred and is continuing, the Lead Purchaser, on behalf of the Secured Parties, shall have the right, without notice to, or the consent of, the Debtor, to do any of the following on the Debtor's behalf:

(i) to pay or discharge any taxes or liens levied or placed on or threatened against the Collateral;

(ii) to direct any party liable for any payment under any of the Collateral to make payment of any and all amounts due or to become due thereunder directly to the Secured Parties or as the Secured Parties directs;

(iii) to ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of any Collateral;

(iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Collateral;

(v) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral;

(vi) to settle, compromise or adjust any suit, action or proceeding described in subsection (v) above and, to give such discharges or releases in connection therewith as the Lead Purchaser may deem appropriate; and

(vii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral, and to take, at the Lead Purchaser's option and the Debtor's expense, any actions which the Lead Purchaser deems necessary to protect, preserve or realize upon the Collateral and the Secured Parties' liens on the Collateral and to carry out the intent of this Agreement, in each case to the same extent as if the Secured Parties were the absolute owner of the Collateral for all purposes.

The Debtor hereby ratifies whatever actions the Lead Purchaser shall lawfully do or cause to be done in accordance with this Section 4. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

(b) No Duty on Secured Parties' Part. The powers conferred on the Secured Parties by this Section 4 are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon them to exercise any such powers. Each Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Secured Parties nor any of their officers, directors, employees or agents shall, in the absence of willful misconduct or gross negligence, be responsible to the Debtor for any act or failure to act pursuant to this Section 4.

5. Performance by Secured Parties of Debtor's Obligations. If the Debtor fails to perform or comply with any of its agreements or covenants contained in this Agreement and the Secured Parties perform or comply, or otherwise cause performance or compliance, with such agreement or covenant in accordance with the terms of this Agreement, then the reasonable expenses of the Secured Parties incurred in connection with such performance or compliance shall be payable by the Debtor to the Secured Parties on demand and shall constitute Obligations secured by this Agreement.

6. Remedies. If an Event of Default has occurred and is continuing beyond five (5) days after notice from the Lead Purchaser, the Secured Parties may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement relating to the Obligations, all rights and remedies of a secured party under the California Uniform Commercial Code, as amended from time to time (the "Code"). Without limiting the foregoing, the Secured Parties, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the Debtor or any other person (all of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances collect, receive, appropriate and realize upon any or all of the Collateral, and/or may in a good faith and reasonable manner after reasonable notice provided to the Company sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of a Secured Party or elsewhere upon such terms and conditions as the Secured Parties may deem advisable, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Parties shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase all or any part of the Collateral so sold, free of any right or equity of redemption in the Debtor, which right or equity is hereby waived or released. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable expenses incurred therein or connection with the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties under this Agreement (including, without limitation, reasonable attorneys' fees and expenses) to the payment in whole or in part of the Obligations, in such order as the Secured Parties may elect, and only after such application and after the payment by the Secured Parties of any other amount required by any provision of law. To the extent permitted by applicable law, the Debtor waives all claims, damages and demands it may acquire against the Secured Parties arising out of the exercise by the Secured Parties of any of their rights hereunder, except in the case of gross negligence. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Secured Parties to collect such deficiency.

7. Limitation on Duties Regarding Preservation of Collateral. The sole duty of a Secured Party with respect to the custody, safekeeping and preservation of the Collateral, under Section 9207 of the Code or otherwise, shall be to deal with it in the same manner as such Secured Party deals with similar property for its own account. Neither the Secured Parties nor any of their directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

8. Powers Coupled with an Interest. All authorizations and agencies contained in this Agreement with respect the Collateral are irrevocable and powers coupled with an interest.

9. No Waiver; Cumulative Remedies. The Secured Parties shall not by any act (except by a written instrument pursuant to Section 10(a) hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default under the Notes or in any breach of any of the terms and conditions of this Agreement. No failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Parties of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Secured Parties would otherwise have on any subsequent occasion. The rights and remedies provided in this Agreement are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

10. Miscellaneous.

(a) Amendments and Waivers. Any term of this Agreement may be amended or waived with the written consent of the Debtor and the Lead Purchaser. Notwithstanding the foregoing or any other provision of this Agreement, no amendment or waiver that adversely affects a Secured Party in a manner different from all of the Secured Parties may be effected without the written consent of such Secured Party. Any amendment or waiver effected in accordance with this Section 10(a) shall be binding upon the parties and their respective successors and assigns.

(b) Transfer; Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the Debtor and its successors and assigns and inure to the benefit of the each Secured Party and its successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

(d) Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument, and such counterparts may be delivered via facsimile.

(e) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(f) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or on Exhibit A hereto, or as subsequently modified by written notice.

(g) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) Additional Secured Parties. Notwithstanding anything to the contrary contained herein, if the Debtor issues additional Notes after the date hereof under the Purchase Agreement, any purchaser of such Notes may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed a "Secured Party" for all purposes hereunder. No action or consent by the Secured Parties shall be required for such joinder to this Agreement by such additional Secured Party, so long as such additional Secured Party has agreed in writing to be bound by all of the obligations as a "Secured Party" hereunder.

(i) Entire Agreement. This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto concerning such subject matter are expressly canceled.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The Debtor and Secured Parties have caused this Security Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

ERUCES, INC.

A handwritten signature in black ink, appearing to read "Bassam Khulusi", is written over a horizontal line.

By: _____

Name: Bassam Khulusi

Its: Chief Executive Officer & President

Address: 11142 Thompson Ave.
Lenexa, KS 66219

[SIGNATURE PAGE TO SECURITY AGREEMENT]

WEST259740796.4

PATENT
REEL: 036328 FRAME: 0450

**SECURED PARTY COUNTERPART SIGNATURE PAGE TO
SECURITY AGREEMENT**

SECURED PARTIES:

Central Valley Administrators, Inc.

By: 

Name: Richard Merkin

Title: President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

WEST\259740796.4

**PATENT
REEL: 036328 FRAME: 0451**

FROM :A AND D FARRUKH

FAX NO. :6612730672

Aug. 12 2015 08:27PM P3/3

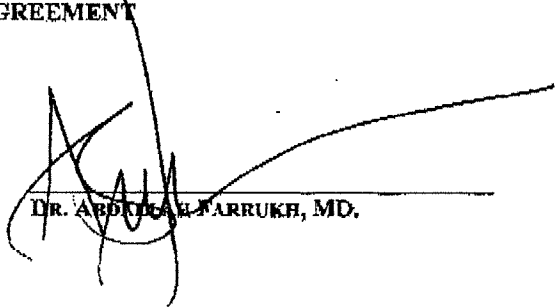
Aug 12 15 09:06p

Kareem Khulusi

3102657766

p.2

**SECURED PARTY COUNTERPART SIGNATURE PAGE TO
SECURITY AGREEMENT**



DR. ABDULAZIZ FARRUKH, MD.

[SIGNATURE PAGE TO SECURITY AGREEMENT]

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PATENT

REEL: 036328 FRAME: 0452

SECURED PARTY COUNTERPART SIGNATURE PAGE TO
SECURITY AGREEMENT


SAR KHULUSI

**SECURED PARTY COUNTERPART SIGNATURE PAGE TO
SECURITY AGREEMENT**

(Print Name of Secured Party)

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

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PATENT
REEL: 036328 FRAME: 0454

EXHIBIT A

SCHEDULE OF SECURED PARTIES

- 1. Central Valley Administrators, Inc.**
- 2. Dr. Abdallah Farrukh, MD**
- 3. Sam Khulusi**

EXHIBIT B

DESCRIPTION OF COLLATERAL

The Collateral shall consist of all right, title and interest of Debtor in and to the following:

- (a) All goods and equipment now owned or hereafter acquired, including without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (b) All inventory, now owned or hereafter acquired, including without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Debtor's books relating to any of the foregoing;
- (c) All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, leases, license agreements, franchise agreements, purchase orders, customer lists, route lists, literature, reports, catalogs, income tax refunds, payments of insurance and rights to payment of any kind;
- (d) All now existing and hereafter arising accounts, accounts receivable, contract rights, royalties, license rights and all other forms of obligations owing to Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's Books relating to any of the foregoing;
- (e) All documents, cash, deposit accounts, securities, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Debtor's books relating to the foregoing;
- (f) All (i) patents and patent applications, domestic or foreign, including but not limited to those patents set forth in Schedule B-1, and, in each case, all patent rights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof; (ii) all copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, including but not limited to, those copyrights set forth on Schedule B-2; and (iii) all trademarks, service marks, logos, trade dress, trade names and all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired, including but not limited to, those trademarks set forth on Schedule B-3; and (iv) all claims for damages by way of any past, present and future infringement of any of the foregoing; and
- (g) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

SCHEDULE B-1

PATENTS

	PAT. NO.		Title
1	7,885,413	Full-Text	Hidden link dynamic key manager for use in computer systems with database structure for storage of encrypted data and method for storage and retrieval of encrypted data
2	7,681,042	Full-Text	System and method for dis-identifying sensitive information and associated records
3	7,362,868	Full-Text	Hidden link dynamic key manager for use in computer systems with database structure for storage of encrypted data and method for storage and retrieval of encrypted data

SCHEDULE B-2

COPYRIGHTS

SCHEDULE B-3

TRADEMARKS

ERUCES and Design
Registration No. 2,659,671

TRICRYPTION ENGINE and Design
Registration No. 2,729,146

TRICRYPTION
Registration No. 1,896,859

ERUCES
Registration No., 2,573,453