

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3513822

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANAMORPHIC SYSTEMS, INC.	07/29/2015
RECEIVING PARTY DATA		
Name:	MR. EDMUND SCHWESINGER JR.	
Street Address:	323 RAILROAD AVENUE	
City:	GREENWICH	
State/Country:	CONNECTICUT	
Postal Code:	06830	
Name:	FIRST DANIEL CORPORATION	
Street Address:	323 RAILROAD AVENUE	
City:	GREENWICH	
State/Country:	CONNECTICUT	
Postal Code:	06830	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8453229	
Application Number:	13903954	
CORRESPONDENCE DATA		
Fax Number:		
<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:	617-558-5582	
Email:	njanulewicz@kaplanlaw-llc.com	
Correspondent Name:	NEIL JANULEWICZ, KAPLAN LAW LLC	
Address Line 1:	123 SOUTH STREET	
Address Line 2:	SECOND FLOOR	
Address Line 4:	BOSTON, MASSACHUSETTS 02111	
NAME OF SUBMITTER:	NEIL R. JANULEWICZ, JR	
SIGNATURE:	/Neil R. Janulewicz, Jr./	
DATE SIGNED:	09/04/2015	

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Patent Security Agreement" or "Agreement") is made as of July 29, 2015, between Anamorphic Systems, Inc. ("Debtor"), Edmund Schwesinger, Jr. ("Schwesinger") and First Daniel Corporation ("First Daniel", collectively, with Schwesinger, the "Secured Party").

RECITALS

WHEREAS, Debtor, Jesse Hurley ("Hurley"), William Gasko ("Gasko"), Seth Voltz ("Voltz", together with the Debtor, Hurley and Gasko, collectively, the "Defendants") and the Secured Party have entered into a Settlement Agreement dated of contemporaneous date herewith (the "Settlement Agreement") pursuant to which the Defendant is to pay to the Secured Party certain settlement amounts on the terms and conditions set forth in such Settlement Agreement in order to resolve the lawsuit entitled *Edmund Schwesinger, Jr., et al. v. Jesse Hurley, et al.*, Middlesex Super. Ct. No. 2010-02413C; and

WHEREAS, pursuant to the Settlement Agreement, Debtor is required to execute and deliver to Secured Party this Patent Security Agreement as a means of securing Defendants' performance of their obligations under the Settlement Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

1. **GRANT OF SECURITY INTEREST.** To secure Defendants' prompt, punctual, and faithful performance of its obligations to Secured Party under the Settlement Agreement (including, without limitation, the Defendants' obligation to pay the Secured Party certain proceeds from the Collateral), and Debtor's prompt, punctual, and faithful performance of its obligations to Secured Party under this Patent Security Agreement (all such obligations of Defendant and Debtor, collectively, the "Obligations"), Debtor hereby grants to Secured Party a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

- a) all of those patents and applications, registrations and recordings described in Exhibit A attached hereto and made a part hereof;
- b) all trade secrets, proprietary or confidential information, technical information, procedures, formulae, designs, and other general intangibles with respect to the foregoing;
- c) all products and proceeds of the foregoing, including, any claim by Debtor against third parties for past, present or future infringement or dilution of any patent included in the Collateral or any license relating to any such patent.

2. **DEBTOR'S REPRESENTATIONS.** Debtor hereby represents and warrants that: (i) Debtor's exact legal name is as set forth in the first paragraph of this Patent Security Agreement; (ii) Debtor is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts; (iii) the execution, delivery and performance by the Debtor of this Patent Security Agreement has been duly authorized by all requisite stockholder and/or director actions, and does not violate any provision of Debtor's certificate of incorporation or bylaws as currently in effect or any agreement, indenture, or other instrument, license, judgment, decree, order, law, statute, ordinance, or other governmental rule or regulation, applicable to Debtor or any of its property, including the

Collateral; (iv) except for the security interest granted to Secured Party under this Patent Security Agreement, the Collateral is free of liens, security interests, and other encumbrances; and (v) all of the Collateral and all of Debtor's books and records pertaining thereto are located and maintained at Debtor's chief executive office located at 306 E 4th Street, Reno, NV 89512.

3. DEBTOR'S COVENANTS. Debtor hereby agrees and covenants that: (i) Debtor will defend the Collateral against all claims and demands of all persons; (ii) Debtor will maintain and protect its rights in the Collateral by taking and making any and all reasonably necessary filings and proceedings with the U.S. Patent & Trademark Office; (iii) Debtor will keep the Collateral free from any lien, security interest or encumbrance, except for the security interest granted to Secured Party herein; (iv) Debtor will not waste or destroy or abandon the Collateral or any part thereof, nor conduct any actions or fail to conduct any actions which may be deemed as Debtor abandoning any Collateral, nor will it in any manner sell or transfer the Collateral without the prior written consent of Secured Party (but such consent shall not be unreasonably withheld) except as permitted in the Settlement Agreement; and (v) Debtor will not change its name, change the location of its chief executive office, change the location of the Collateral or the records pertaining thereto, change the jurisdiction of its incorporation, amend its certificate of incorporation, or become a party to any merger, consolidation or business acquisition or sale, without giving Secured Party at least thirty (30) days' prior written notice in which it sets forth the changed or amended information or actions to be taken and the date on which such change or action shall be effective.

4. PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file appropriate instruments and documents to evidence, perfect, or provide notice of Secured Party's security interest in the Collateral, including without limitation UCC-1 financing statements and filings with the United States Patent and Trademark Office ("USPTO"). Debtor shall execute and deliver to Secured Party such financing statements, USPTO filings, and other documents as Secured Party may reasonably request to implement the intent of this Patent Security Agreement.

5. FURTHER ASSURANCES. Debtor will execute and deliver, or will cause to be executed and delivered, to Secured Party such additional documents and will provide such additional information as Secured Party may reasonably request to implement this Patent Security Agreement and effect the performance of Debtor's obligations under this Patent Security Agreement.

6. POWER OF ATTORNEY. Debtor irrevocably appoints Secured Party as its attorney-in-fact, and empowers Secured Party as its attorney-in-fact, to make, execute and deliver any instrument or document necessary to evidence, perfect, memorialize or maintain Secured Party's first priority security interest in the Collateral as provided for and contemplated by this Patent Security Agreement, such appointment to be coupled with an interest.

7. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new patentable inventions related to the Collateral or becomes entitled to the benefit of any patent application related to the Collateral or patent related to the Collateral for any reissue, division, or continuation, of any such patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights.

8. SECURED PARTY REMEDIES. Upon the default by Defendant of its obligations under the Settlement Agreement or the default by Debtor of its obligations under this Patent Security Agreement, or upon the occurrence of any material misrepresentation of Defendant under the Settlement Agreement or of Debtor under this Patent Security Agreement, Secured Party may exercise, in addition to all other rights and remedies granted to it in the Settlement Agreement or this Patent Security Agreement, all rights and remedies of a secured party under the Uniform Commercial Code as enacted

and in effect in the Commonwealth of Massachusetts. Defendant and 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 in full (including the costs of collection of the Obligations and any such deficiency).

9. **MISCELLANEOUS.** This Agreement shall be binding upon and inure to the benefit of the representatives, successors and permitted assigns of Debtor and Secured Party. None of the terms or provisions of this Agreement may be amended, supplemented or otherwise modified except by a written instrument executed by Debtor and Secured Party. No waiver of Secured Party's rights, powers, privileges, or remedies shall be effective unless such waiver is specifically made by writing executed by Secured Party and delivered to Debtor, and any failure or delay by Secured Party to exercise any right, power, privilege, or remedy shall not operate as a waiver of such right, power or privilege. A waiver by Secured Party of any right, power, privilege, or remedy on any one occasion shall not be construed as a bar to any right, power, privilege, or remedy that Secured Party might have on any other occasion. The rights, powers, privileges, and remedies of Secured Party under this Agreement are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights, powers, privileges, or remedies provided by law. This Agreement and the security interest created hereby shall be governed by the substantive law of the Commonwealth of Massachusetts without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction. Debtor agrees to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts in any proceeding involving this Agreement. Debtor hereby waives demand presentment and notice of nonpayment or nonperformance with respect to any note or contract representing all or any part of the Obligations (including without limitation the Settlement Agreement). In case any one or more of the provisions contained in this Agreement, or any of the documents or agreements contemplated hereby, should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, or therein, shall not be in any way affected or impaired thereby. This Patent Security Agreement may be executed in any number of original or facsimile counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

Executed and delivered as of the date first set forth above.

DEBTOR:

ANAMORPHIC SYSTEMS, INC.

By: 

Name: JAMES P. HURLEY

Title: PRESIDENT & CEO

SECURED PARTY:

FIRST DANIEL CORPORATION

By: 

Name: EDMUND SCHWESINGER, JR.

Title: President

EDMUND SCHWESINGER, JR.

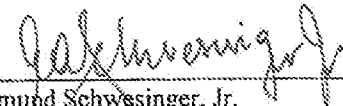

Edmund Schwesinger, Jr.

Exhibit A

All of Debtor's right, title and interest in and to U.S. Patent No. 8,453,229 for a "Push Type Communications System," which together with Application No. 13/903,954 (the "Pending Application"), and any and all originals, parents, divisions, continuations, continuations-in part, continuation examinations, extensions, reexaminations or reissues that, now or hereafter, arise out of, descend from, or claim priority to any of the foregoing, whether directly or indirectly, existing or future, and any and all foreign patents, foreign patent applications and foreign counterparts now or hereafter existing that claim priority to, or from which priority is claimed for, any of the foregoing, whether directly or indirectly, existing or future.