

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3502350

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NAME OF THE SECURED PARTY FROM GPB LIFE SCIENCE HOLDINGS LLC TO GPB HOLDINGS II, LP previously recorded on Reel 036250 Frame 99. Assignor(s) hereby confirms the SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Execution Date
SSI AMERICA, INC. DBA BLUVISION, INC.	07/30/2015

RECEIVING PARTY DATA

Name:	GPB HOLDINGS II, LP
Street Address:	535 W. 24TH ST.
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10011

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	14499283
Application Number:	14583876
Application Number:	14476805
Application Number:	13858053
Application Number:	14068043

CORRESPONDENCE DATA

Fax Number: (212)660-3001

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: 212-660-5004

Email: ggolod@zag-sw.com, trademark@sandw.com

Correspondent Name: GAL GOLOD

Address Line 1: 1633 BROADWAY

Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:	GAL GOLOD
SIGNATURE:	/Gal Golod/
DATE SIGNED:	08/27/2015

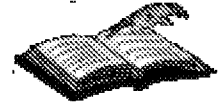
Total Attachments: 24

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*Electronic Patent Assignment System***Confirmation Receipt**

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SSI AMERICA, INC. DBA BLUVISION, INC.	07/30/2015
RECEIVING PARTY DATA	
Name:	GPB LIFE SCIENCE HOLDINGS LLC
Street Address:	535 W. 24TH ST.
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10011
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	14499283
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Correspondent Name: GAL GOLOD

Address Line 1: 1633 BROADWAY

Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:	GAL GOLOD
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Signature:	/Gal Golod/
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Date:	08/04/2015
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Total Attachments: 11

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RECEIPT INFORMATION

EPAS ID: PAT3469165

Receipt Date: 08/04/2015

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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of July 30, 2015 (this "Security Agreement"), is made by SSI America, Inc., a Delaware corporation doing business as BluVision, Inc. ("Debtor"), in favor of GPB Holdings II, LP (the "Secured Party").

Debtor hereby agrees in favor of Secured Party as follows:

1. In consideration for loans made or to be made to Debtor evidenced by the [REDACTED] Senior Secured Convertible Promissory Notes of Debtor in the principal amounts of [REDACTED], payable to the order of Secured Party (such note, as amended, modified, supplemented, replaced or substituted from time to time, being herein referred to as the "Note"), Debtor hereby grants to Secured Party a continuing security interest in, lien upon and a right of setoff against, and Debtor hereby assigns to Secured Party, all of Debtor's right, title and interest in and to the Collateral described in Section 2, to secure the full and prompt payment, performance and observance of all present and future indebtedness, obligations, liabilities and agreements of any kind of Debtor to Secured Party arising under or in connection with the Note, which are existing now or arise after the date hereof (all of the foregoing being herein referred to as the "Obligations"). In furtherance of the rights granted to Secured Party hereunder, Debtor shall establish a deposit account control agreement in form reasonably acceptable to the Collateral Agent (as hereafter defined), Debtor and the deposit bank within 45 days after the date of this Security Agreement.

2. The Collateral is described on Schedule A annexed hereto as part hereof and on any separate schedule(s) identified as Collateral at any time or from time to time furnished by Debtor to Secured Party (all of which are hereby deemed part of this Security Agreement) and includes claims of Debtor against third parties for loss or damage to or destruction of any Collateral.

3.1 Debtor hereby warrants and represents that (a) the Debtor is duly organized, validly existing and in good standing as a corporation under the laws of the State of Delaware and has all requisite power and authority to own, lease and operate the Collateral and its other properties, to carry on its business as now conducted and as proposed to be conducted and to enter into and perform its obligations under this Security Agreement and the Note (as defined in the Note), (b) the Debtor has complied and will comply with any applicable federal and state securities laws in connection with the issuance of the Note and conversion of amounts due under the Note into securities of the Debtor, (c) this Security Agreement and the Note have been duly and validly authorized, executed and delivered by the Debtor, and constitute the valid and legally binding obligation of the Debtor, enforceable against the Debtor in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (d) there is no claim or proceeding (i) pending, which if adversely determined (taking the fact as alleged in such proceeding as true for such purposes) could reasonably be expected to have a material adverse effect on the Debtor or (ii) to the Debtor's knowledge, threatened against or

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affecting the Debtor or its subsidiaries or any of their respective properties or assets, which if adversely determined could reasonably be expected to have a material adverse effect on the debtor and (e) the fair saleable value of the Debtor's assets is in excess of the total amount of its liabilities as they become absolute and matured, and the Debtor is able to pay its debts as they mature.

3.2 Debtor hereby warrants, represents, covenants and agrees (as of the date hereof and so long as any Obligation remains outstanding) that: (a) the chief executive office and other places of business of Debtor, the books and records relating to the Collateral (except for such records as are in the possession or control of Secured Party) and the Collateral are located at 3201 Griffin Road, Bldg. 2, Suite 200, Fort Lauderdale, FL 33312, and Debtor will not change any of the same, or merge or consolidate with any person or change its name or conduct its business under any trade, assumed or fictitious name, without prior written notice to and consent of Secured Party (and in the case of location of Collateral, will from time to time notify Secured Party of the locations thereof); (b) the Collateral is and will be used in the business of Debtor and not for personal, family, household or farming use; (c) the Collateral is now, and at all times will be, owned by Debtor free and clear of all liens, security interests, claims and encumbrances, except pursuant to this Security Agreement; (d) Debtor will not abandon or assign, sell, lease, transfer or otherwise dispose of, other than in the ordinary course of Debtor's business, nor will Debtor suffer or permit any of the same to occur with respect to, any Collateral, without prior written notice to and consent of a designated representative of the Secured Party; (e) Debtor will make payment or will provide for the payment, when due, of all taxes, assessments or contributions or other public or private charges which have been or may be levied or assessed against Debtor, whether with respect to the Collateral, of any wages or salaries to be paid by Debtor, and will deliver to Secured Party, on demand, certificates or other evidence satisfactory to Secured Party attesting thereto and shall cause Debtor's subsidiaries to take any such action as described under this section 3.2(e); (f) Debtor will, at its sole cost and expense, perform all acts and execute all documents requested by Secured Party from time to time to evidence, perfect, maintain or enforce Secured Party's security interest granted herein or otherwise in furtherance of the provisions of this Security Agreement; (g) at any time and from time to time, Debtor shall, at its sole cost and expense, execute and deliver to Secured Party such financing statements pursuant to the Uniform Commercial Code ("UCC"), applications for certificate of title and other papers, documents or instruments as may reasonably be requested by Secured Party in connection with this Security Agreement, and to the extent permitted by applicable law, Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements or copies thereof or of this Security Agreement with respect to the Collateral signed only by Secured Party, and Debtor agrees to pay any recording tax or similar tax arising in connection with the filing of any such financing statement and further agrees to pay any additional recording or similar tax which is incurred in connection therewith; (h) Debtor assumes all responsibility and liability arising from the Collateral; (i) in its discretion, Secured Party may, at any time and from time to time, upon the occurrence and during the continuance of a Default (as hereinafter defined), demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable by Secured Party with respect to, any Collateral, and/or extend the

time of payment, arrange for payment in installments, or otherwise modify the terms of, or release, any of the Obligations and/or the Collateral, or any obligor, maker, endorser, acceptor, surety or guarantor of, or any Party to, any of the Obligations or the Collateral, all without notice to or consent by Debtor and without otherwise discharging or affecting the Obligations, the Collateral or the security interest granted herein; (j) in its discretion, Secured Party may, at any time and from time to time, for the account of Debtor, pay any amount or do any act required of Debtor hereunder and which Debtor fails to do or pay, and any such payment shall be deemed an advance by Secured Party to Debtor payable on demand together with interest at the highest rate then payable on any of the Obligations; (k) upon the occurrence and during the continuance of a Default, Debtor will promptly pay Secured Party for any and all sums, costs, and expenses which Secured Party may pay or incur pursuant to the provisions of this Security Agreement or in perfecting, defending, protecting or enforcing this Security Agreement or the first priority security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereof, including but not limited to all search, filing and recording fees, taxes, fees and expenses for the service and filing of papers, premium on bonds and undertakings, fees of marshals, sheriffs, custodians, auctioneers, court costs, collection charges, travel expenses, and reasonable attorneys' fees, all of which together with interest at the highest rate then payable on any of the Obligations, shall be part of the Obligations and be payable on demand; (l) upon the occurrence and during the continuance of a Default, any proceeds of the Collateral received by Debtor shall not be commingled with other property of Debtor, but shall be segregated, held by Debtor in trust for Secured Party, and immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the Obligations, whether or not due and in any order; (m) in its sole discretion, Secured Party may, at any time and from time to time, assign, transfer or deliver to any transferee of any Obligations, any Collateral, whereupon Secured Party shall be fully discharged from all responsibility and the transferee shall be vested with all powers and rights of Secured Party hereunder with respect thereto, but Secured Party shall retain all rights and powers with respect to any Collateral not assigned, transferred or delivered; and (n) upon request of Secured Party, at any time and from time to time, Debtor shall, at its cost and expense, execute and deliver to Secured Party reports as to the Collateral listing all items thereof, describing the condition of same and setting forth the value thereof (lower of cost or market) all in form and substance reasonably satisfactory to Secured Party.

4. The term Default as used in this Security Agreement shall mean any Event of Default, as such term is defined in the Note.

5. Upon the occurrence and during the continuance of any Default, Secured Party may, without notice to (except as herein set forth) or demand upon Debtor, declare any Obligations immediately due and payable and Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a Secured Party under the UCC or of Secured Party under the Obligations, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

(a) Secured Party may, at any time and from time to time, with or without judicial process or the aid and assistance of others, (i) enter upon any premises in which any Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral, (ii) dispose of any part or all of the Collateral on any such premises, (iii) require Debtor to assemble and make available to Secured Party at the expense of Debtor any part or all of the Collateral at any place and time designated by Secured Party which is reasonably convenient to both parties, (iv) remove any part or all of the Collateral from any such premises for the purpose of effecting sale or other disposition thereof (and if any of the Collateral consists of motor vehicles, Secured Party may use Debtor's license plates), (v) sell, resell, lease, assign and deliver, grant options for or otherwise dispose of any part or all of the Collateral in its then condition or following any commercially reasonable preparation or processing, at public or private sale or proceedings or otherwise, by one or more contracts, in one or more parcels, at the same or different times, with or without having the Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such place(s) and time(s) and to such person(s) as Secured Party deems best and (vi) take any action contemplated by the Accounts Receivable Payment Agreement (as defined in the Securities Purchase Agreement under which the Note was issued), all without demand, notice or advertisement whatsoever except that where an applicable statute requires reasonable notice of sale or other disposition Debtor hereby agrees that the sending of ten days' notice by overnight mail, postage prepaid, to any address of Debtor set forth in this Security Agreement shall be deemed reasonable notice thereof. If any Collateral is sold by Secured Party upon credit or for future delivery, Secured Party shall not be liable for the failure of the purchaser to pay for same and in such event Secured Party may resell or otherwise dispose of such Collateral. Secured Party may buy any part or all of the Collateral at any public sale and, if any part or all of the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Secured Party may buy such Collateral at private sale and in each case may make payment therefor by any means, whether by credit against the Obligations or otherwise. Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations, proceed against the Collateral or enforce this Security Agreement or in the prosecution or defense of any action or proceeding related to the Obligations, the Collateral or this Security Agreement; and then to the Obligations in such order and as to principal or interest as Secured Party may desire; and Debtor shall remain liable and will pay Secured Party on demand any deficiency remaining, together with interest thereon at the highest rate then payable on the Obligations and the balance of any expenses unpaid, with any surplus to be paid to Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.

(b) Secured Party may, at any time and from time to time, as appropriate, after the occurrence and during the continuance of an Event of Default set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party or their agents, without notice to Debtor and in such manner as Secured Party may in its discretion

determine, including but not limited to the direct assignment from the Debtor for the benefit of the Secured Party, all accounts receivable of the Debtor.

6. With respect to the enforcement of Secured Party's rights under this Security Agreement, subject to Secured Party complying with the terms hereof, and acting in accordance with applicable law, Debtor hereby releases Secured Party from any claims, causes of action and demands from Debtor at any time arising out of or with respect to this Security Agreement, the Obligations, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party in good faith with respect thereto, and Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands from Debtor.

7. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations nor shall any demand, suit or proceeding for payment or collection of the Obligations constitute a condition of any recourse by Secured Party to the Collateral. Any suit or proceeding by Secured Party to recover any of the Obligations shall not be deemed a waiver of, or bar against, subsequent proceedings by Secured Party with respect to any other Obligations and/or with respect to the Collateral. No act, omission or delay by Secured Party shall constitute a waiver of their rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any covenant, warranty, representation, Default or right or remedy which they may have shall operate as a waiver of any other covenant, warranty, representation, Default, right or remedy or of the same covenant, warranty, representation, Default, right or remedy on a future occasion. Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any Obligations or Collateral, and all other notices and demands whatsoever (except as expressly provided herein or therein).

8. Upon the occurrence and during the continuance of a Default, Debtor hereby agrees to pay, on demand, all out-of-pocket expenses incurred by Secured Party in connection with the enforcement of the Note, this Security Agreement, and the Obligations and in connection with any amendment, including, without limitation, the fees and disbursements of counsel to Secured Party.

9. In the event of any litigation with respect to any matter connected with this Security Agreement, the Obligations, the Collateral or the Note, Debtor hereby waives the right to a trial by jury and all rights of setoff. Debtor hereby waives personal service of any process in connection with any such action or proceeding and agrees that the service thereof may be made by certified or registered mail directed to Debtor at any address of Debtor set forth in this Security Agreement. Debtor so served shall appear or answer to such process within thirty days after the mailing thereof. Should Debtor so served fail to appear or answer within said thirty-day period, Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount or such other relief as may be demanded in any process so served. In the alternative, Secured Party may in its discretion effect service upon Debtor in any other form or manner permitted by law.

10. Upon the payment in full or conversion under the Note into shares of Common Stock as set forth in the Note and satisfaction of all Obligations in accordance with the Note or with the prior consent or waiver by the Secured Party, the security interest granted hereby in the Collateral shall terminate and all rights to the Collateral under this Security Agreement shall immediately revert to Debtor. Upon any such termination, the Secured Party shall within three (3) business days: (x) return any Collateral that is in possession of the Secured Party, and (y) execute and deliver UCC-3 financing statement releases or other documents of release reasonably requested by Debtor.

11. This Security Agreement shall only be assignable to the extent that the Note is assignable in accordance with the provisions thereof, and this Security Agreement and all Obligations shall be binding upon the permitted successors and assigns of Debtor and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, its executors, administrators, successors, endorsees and assigns.

12. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered, waived, released, terminated or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by the Board of Directors of Debtor and by any necessary vote or consent of stockholders of Debtor.

13. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. The parties to this Security Agreement irrevocably submit to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Security Agreement and the transaction contemplated hereby. The parties to this Security Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Debtor and Secured Party waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Security Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Security Agreement by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Security Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein

shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

14. If any term or other provision of this Security Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Security Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Security Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

15. Each party hereto acknowledges and agrees it has had the opportunity to draft, review, and edit the language of this Security Agreement and that no presumption for or against any party arising out of drafting all or any part of this Security Agreement will be applied in any dispute relating to, in connection with, or involving this Security Agreement. Accordingly, the parties hereto hereby waive the benefit of any rule of law or any legal decision that would require, in cases of uncertainty, that the language of a contract should be interpreted most strongly against the party who drafted such language.

16. All notices and other communications under this Security Agreement shall be in writing and shall be deemed given when delivered personally, by overnight mail or delivery service or mailed by certified mail, return receipt requested, to the parties.

IN WITNESS WHEREOF, the undersigned have executed or caused this Security Agreement to be executed on the date first above set forth.

DEBTOR:

**SSI AMERICA, INC.
DOING BUSINESS AS BLUVISION, INC.**

By: _____
Name: *James Buchholz*
Title: *CEO*

Address of Debtor:

3201 Griffin Road
Bldg. 2, Suite 200
Fort Lauderdale, FL 33312

Secured Party:

GPB Holdings II, LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed or caused this Security Agreement to be executed on the date first above set forth.

DEBTOR:

**SSI AMERICA, INC.
DOING BUSINESS AS BLUVISION, INC.**

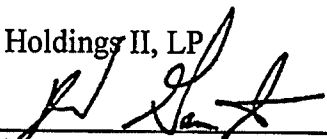
By: _____
Name:
Title:

Address of Debtor:

3201 Griffin Road
Bldg. 2, Suite 200
Fort Lauderdale, FL 33312

Secured Party:

GPB Holdings II, LP

By:  _____
Name:
Title:

SCHEDULE A

The term "Collateral" means collectively, wherever located, whether now owned or hereafter acquired or now existing or hereafter acquired or created, all right, title and interest of Debtor in and to all of its assets, including, without limitation: (i) accounts, chattel paper, deposit accounts, documents, general intangibles (including, but not limited to intellectual property, payment intangibles, software, licenses, franchises and customer information), goods (including, but not limited to equipment, fixtures and inventory), instruments, investment property, letter-of-credit rights, money, other personal property, software, any commercial tort claims; (ii) to the extent not referred to in clause (i) of this sentence, all (A) supporting obligations and incidental property rights incident to, arising or accruing pursuant to or otherwise relating to any of the things referred to in clause (i) of this sentence, whether arising or accruing from any action taken by Debtor or the Secured Party or otherwise, (B) proceeds of any of the items referred to in clauses (i) and (ii)(A) of this sentence and (C) books and records relating to any of the items referred to in clauses (i) and (ii)(A) and (B) of this sentence.

SCHEDULE OF PATENTS

<u>Application No.</u>	<u>Title</u>
14/499283	Locator Beacon And Radar Application For Mobile Device
14/583876	3D Location Based On Wireless Time Of Flight Calculation
14/476805	Locator Beacon And Radar Application For Mobile Device
13/858,053	Locator Beacon And Radar Application For Mobile Device
14/068,043	Wireless Communication-Enabled Energy Consumption Monitor And Mobile Application For Same

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of July 30, 2015 (this "Security Agreement"), is made by SSI America, Inc., a Delaware corporation doing business as BluVision, Inc. ("Debtor"), in favor of GPB Life Science Holdings LLC (the "Secured Party").

Debtor hereby agrees in favor of Secured Party as follows:

1. In consideration for loans made or to be made to Debtor evidenced by the [REDACTED] Senior Secured Convertible Promissory Notes of Debtor in the principal amounts of [REDACTED], payable to the order of Secured Party (such note, as amended, modified, supplemented, replaced or substituted from time to time, being herein referred to as the "Note"), Debtor hereby grants to Secured Party a continuing security interest in, lien upon and a right of setoff against, and Debtor hereby assigns to Secured Party, all of Debtor's right, title and interest in and to the Collateral described in Section 2, to secure the full and prompt payment, performance and observance of all present and future indebtedness, obligations, liabilities and agreements of any kind of Debtor to Secured Party arising under or in connection with the Note, which are existing now or arise after the date hereof (all of the foregoing being herein referred to as the "Obligations"). In furtherance of the rights granted to Secured Party hereunder, Debtor shall establish a deposit account control agreement in form reasonably acceptable to the Collateral Agent (as hereafter defined), Debtor and the deposit bank within 45 days after the date of this Security Agreement.

2. The Collateral is described on Schedule A annexed hereto as part hereof and on any separate schedule(s) identified as Collateral at any time or from time to time furnished by Debtor to Secured Party (all of which are hereby deemed part of this Security Agreement) and includes claims of Debtor against third parties for loss or damage to or destruction of any Collateral.

3.1 Debtor hereby warrants and represents that (a) the Debtor is duly organized, validly existing and in good standing as a corporation under the laws of the State of Delaware and has all requisite power and authority to own, lease and operate the Collateral and its other properties, to carry on its business as now conducted and as proposed to be conducted and to enter into and perform its obligations under this Security Agreement and the Note (as defined in the Note), (b) the Debtor has complied and will comply with any applicable federal and state securities laws in connection with the issuance of the Note and conversion of amounts due under the Note into securities of the Debtor, (c) this Security Agreement and the Note have been duly and validly authorized, executed and delivered by the Debtor, and constitute the valid and legally binding obligation of the Debtor, enforceable against the Debtor in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (d) there is no claim or proceeding (i) pending, which if adversely determined (taking the fact as alleged in such proceeding as true for such purposes) could reasonably be expected to have a material adverse effect on the Debtor or (ii) to the Debtor's knowledge, threatened against or

{N0419927; 4}

affecting the Debtor or its subsidiaries or any of their respective properties or assets, which if adversely determined could reasonably be expected to have a material adverse effect on the debtor and (e) the fair saleable value of the Debtor's assets is in excess of the total amount of its liabilities as they become absolute and matured, and the Debtor is able to pay its debts as they mature.

3.2 Debtor hereby warrants, represents, covenants and agrees (as of the date hereof and so long as any Obligation remains outstanding) that: (a) the chief executive office and other places of business of Debtor, the books and records relating to the Collateral (except for such records as are in the possession or control of Secured Party) and the Collateral are located at 3201 Griffin Road, Bldg. 2, Suite 200, Fort Lauderdale, FL 33312, and Debtor will not change any of the same, or merge or consolidate with any person or change its name or conduct its business under any trade, assumed or fictitious name, without prior written notice to and consent of Secured Party (and in the case of location of Collateral, will from time to time notify Secured Party of the locations thereof); (b) the Collateral is and will be used in the business of Debtor and not for personal, family, household or farming use; (c) the Collateral is now, and at all times will be, owned by Debtor free and clear of all liens, security interests, claims and encumbrances, except pursuant to this Security Agreement; (d) Debtor will not abandon or assign, sell, lease, transfer or otherwise dispose of, other than in the ordinary course of Debtor's business, nor will Debtor suffer or permit any of the same to occur with respect to, any Collateral, without prior written notice to and consent of a designated representative of the Secured Party; (e) Debtor will make payment or will provide for the payment, when due, of all taxes, assessments or contributions or other public or private charges which have been or may be levied or assessed against Debtor, whether with respect to the Collateral, of any wages or salaries to be paid by Debtor, and will deliver to Secured Party, on demand, certificates or other evidence satisfactory to Secured Party attesting thereto and shall cause Debtor's subsidiaries to take any such action as described under this section 3.2(e); (f) Debtor will, at its sole cost and expense, perform all acts and execute all documents requested by Secured Party from time to time to evidence, perfect, maintain or enforce Secured Party's security interest granted herein or otherwise in furtherance of the provisions of this Security Agreement; (g) at any time and from time to time, Debtor shall, at its sole cost and expense, execute and deliver to Secured Party such financing statements pursuant to the Uniform Commercial Code ("UCC"), applications for certificate of title and other papers, documents or instruments as may reasonably be requested by Secured Party in connection with this Security Agreement, and to the extent permitted by applicable law, Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements or copies thereof or of this Security Agreement with respect to the Collateral signed only by Secured Party, and Debtor agrees to pay any recording tax or similar tax arising in connection with the filing of any such financing statement and further agrees to pay any additional recording or similar tax which is incurred in connection therewith; (h) Debtor assumes all responsibility and liability arising from the Collateral; (i) in its discretion, Secured Party may, at any time and from time to time, upon the occurrence and during the continuance of a Default (as hereinafter defined), demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable by Secured Party with respect to, any Collateral, and/or extend the

time of payment, arrange for payment in installments, or otherwise modify the terms of, or release, any of the Obligations and/or the Collateral, or any obligor, maker, endorser, acceptor, surety or guarantor of, or any Party to, any of the Obligations or the Collateral, all without notice to or consent by Debtor and without otherwise discharging or affecting the Obligations, the Collateral or the security interest granted herein; (j) in its discretion, Secured Party may, at any time and from time to time, for the account of Debtor, pay any amount or do any act required of Debtor hereunder and which Debtor fails to do or pay, and any such payment shall be deemed an advance by Secured Party to Debtor payable on demand together with interest at the highest rate then payable on any of the Obligations; (k) upon the occurrence and during the continuance of a Default, Debtor will promptly pay Secured Party for any and all sums, costs, and expenses which Secured Party may pay or incur pursuant to the provisions of this Security Agreement or in perfecting, defending, protecting or enforcing this Security Agreement or the first priority security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereof, including but not limited to all search, filing and recording fees, taxes, fees and expenses for the service and filing of papers, premium on bonds and undertakings, fees of marshals, sheriffs, custodians, auctioneers, court costs, collection charges, travel expenses, and reasonable attorneys' fees, all of which together with interest at the highest rate then payable on any of the Obligations, shall be part of the Obligations and be payable on demand; (l) upon the occurrence and during the continuance of a Default, any proceeds of the Collateral received by Debtor shall not be commingled with other property of Debtor, but shall be segregated, held by Debtor in trust for Secured Party, and immediately delivered to Secured Party in the form received, duly endorsed in blank where appropriate to effectuate the provisions hereof, the same to be held by Secured Party as additional Collateral hereunder or, at Secured Party's option, to be applied to payment of the Obligations, whether or not due and in any order; (m) in its sole discretion, Secured Party may, at any time and from time to time, assign, transfer or deliver to any transferee of any Obligations, any Collateral, whereupon Secured Party shall be fully discharged from all responsibility and the transferee shall be vested with all powers and rights of Secured Party hereunder with respect thereto, but Secured Party shall retain all rights and powers with respect to any Collateral not assigned, transferred or delivered; and (n) upon request of Secured Party, at any time and from time to time, Debtor shall, at its cost and expense, execute and deliver to Secured Party reports as to the Collateral listing all items thereof, describing the condition of same and setting forth the value thereof (lower of cost or market) all in form and substance reasonably satisfactory to Secured Party.

4. The term Default as used in this Security Agreement shall mean any Event of Default, as such term is defined in the Note.

5. Upon the occurrence and during the continuance of any Default, Secured Party may, without notice to (except as herein set forth) or demand upon Debtor, declare any Obligations immediately due and payable and Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a Secured Party under the UCC or of Secured Party under the Obligations, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

(a) Secured Party may, at any time and from time to time, with or without judicial process or the aid and assistance of others, (i) enter upon any premises in which any Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral, (ii) dispose of any part or all of the Collateral on any such premises, (iii) require Debtor to assemble and make available to Secured Party at the expense of Debtor any part or all of the Collateral at any place and time designated by Secured Party which is reasonably convenient to both parties, (iv) remove any part or all of the Collateral from any such premises for the purpose of effecting sale or other disposition thereof (and if any of the Collateral consists of motor vehicles, Secured Party may use Debtor's license plates), (v) sell, resell, lease, assign and deliver, grant options for or otherwise dispose of any part or all of the Collateral in its then condition or following any commercially reasonable preparation or processing, at public or private sale or proceedings or otherwise, by one or more contracts, in one or more parcels, at the same or different times, with or without having the Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such place(s) and time(s) and to such person(s) as Secured Party deems best and (vi) take any action contemplated by the Accounts Receivable Payment Agreement (as defined in the Securities Purchase Agreement under which the Note was issued), all without demand, notice or advertisement whatsoever except that where an applicable statute requires reasonable notice of sale or other disposition Debtor hereby agrees that the sending of ten days' notice by overnight mail, postage prepaid, to any address of Debtor set forth in this Security Agreement shall be deemed reasonable notice thereof. If any Collateral is sold by Secured Party upon credit or for future delivery, Secured Party shall not be liable for the failure of the purchaser to pay for same and in such event Secured Party may resell or otherwise dispose of such Collateral. Secured Party may buy any part or all of the Collateral at any public sale and, if any part or all of the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Secured Party may buy such Collateral at private sale and in each case may make payment therefor by any means, whether by credit against the Obligations or otherwise. Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations, proceed against the Collateral or enforce this Security Agreement or in the prosecution or defense of any action or proceeding related to the Obligations, the Collateral or this Security Agreement; and then to the Obligations in such order and as to principal or interest as Secured Party may desire; and Debtor shall remain liable and will pay Secured Party on demand any deficiency remaining, together with interest thereon at the highest rate then payable on the Obligations and the balance of any expenses unpaid, with any surplus to be paid to Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.

(b) Secured Party may, at any time and from time to time, as appropriate, after the occurrence and during the continuance of an Event of Default set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party or their agents, without notice to Debtor and in such manner as Secured Party may in its discretion

determine, including but not limited to the direct assignment from the Debtor for the benefit of the Secured Party, all accounts receivable of the Debtor.

6. With respect to the enforcement of Secured Party's rights under this Security Agreement, subject to Secured Party complying with the terms hereof, and acting in accordance with applicable law, Debtor hereby releases Secured Party from any claims, causes of action and demands from Debtor at any time arising out of or with respect to this Security Agreement, the Obligations, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party in good faith with respect thereto, and Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands from Debtor.

7. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations nor shall any demand, suit or proceeding for payment or collection of the Obligations constitute a condition of any recourse by Secured Party to the Collateral. Any suit or proceeding by Secured Party to recover any of the Obligations shall not be deemed a waiver of, or bar against, subsequent proceedings by Secured Party with respect to any other Obligations and/or with respect to the Collateral. No act, omission or delay by Secured Party shall constitute a waiver of their rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any covenant, warranty, representation, Default or right or remedy which they may have shall operate as a waiver of any other covenant, warranty, representation, Default, right or remedy or of the same covenant, warranty, representation, Default, right or remedy on a future occasion. Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any Obligations or Collateral, and all other notices and demands whatsoever (except as expressly provided herein or therein).

8. Upon the occurrence and during the continuance of a Default, Debtor hereby agrees to pay, on demand, all out-of-pocket expenses incurred by Secured Party in connection with the enforcement of the Note, this Security Agreement, and the Obligations and in connection with any amendment, including, without limitation, the fees and disbursements of counsel to Secured Party.

9. In the event of any litigation with respect to any matter connected with this Security Agreement, the Obligations, the Collateral or the Note, Debtor hereby waives the right to a trial by jury and all rights of setoff. Debtor hereby waives personal service of any process in connection with any such action or proceeding and agrees that the service thereof may be made by certified or registered mail directed to Debtor at any address of Debtor set forth in this Security Agreement. Debtor so served shall appear or answer to such process within thirty days after the mailing thereof. Should Debtor so served fail to appear or answer within said thirty-day period, Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount or such other relief as may be demanded in any process so served. In the alternative, Secured Party may in its discretion effect service upon Debtor in any other form or manner permitted by law.

10. Upon the payment in full or conversion under the Note into shares of Common Stock as set forth in the Note and satisfaction of all Obligations in accordance with the Note or with the prior consent or waiver by the Secured Party, the security interest granted hereby in the Collateral shall terminate and all rights to the Collateral under this Security Agreement shall immediately revert to Debtor. Upon any such termination, the Secured Party shall within three (3) business days: (x) return any Collateral that is in possession of the Secured Party, and (y) execute and deliver UCC-3 financing statement releases or other documents of release reasonably requested by Debtor.

11. This Security Agreement shall only be assignable to the extent that the Note is assignable in accordance with the provisions thereof, and this Security Agreement and all Obligations shall be binding upon the permitted successors and assigns of Debtor and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, its executors, administrators, successors, endorsees and assigns.

12. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires. No provision hereof shall be modified, altered, waived, released, terminated or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by the Board of Directors of Debtor and by any necessary vote or consent of stockholders of Debtor.

13. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. The parties to this Security Agreement irrevocably submit to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Security Agreement and the transaction contemplated hereby. The parties to this Security Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Debtor and Secured Party waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Security Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Security Agreement by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Security Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein

shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

14. If any term or other provision of this Security Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Security Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Security Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

15. Each party hereto acknowledges and agrees it has had the opportunity to draft, review, and edit the language of this Security Agreement and that no presumption for or against any party arising out of drafting all or any part of this Security Agreement will be applied in any dispute relating to, in connection with, or involving this Security Agreement. Accordingly, the parties hereto hereby waive the benefit of any rule of law or any legal decision that would require, in cases of uncertainty, that the language of a contract should be interpreted most strongly against the party who drafted such language.

16. All notices and other communications under this Security Agreement shall be in writing and shall be deemed given when delivered personally, by overnight mail or delivery service or mailed by certified mail, return receipt requested, to the parties.

IN WITNESS WHEREOF, the undersigned have executed or caused this Security Agreement to be executed on the date first above set forth.

DEBTOR:

**SSI AMERICA, INC.
DOING BUSINESS AS BLUVISION, INC.**

By: _____
Name:
Title:

Address of Debtor:

3201 Griffin Road
Bldg. 2, Suite 200
Fort Lauderdale, FL 33312

Secured Party:

GPB Life Science Holdings LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed or caused this Security Agreement to be executed on the date first above set forth.


DEBTOR:

**SSI AMERICA, INC.
DOING BUSINESS AS BLUVISION, INC.**

By: _____

Name:

Title:


JAMES BUCHHEIM
CEO

Address of Debtor:

3201 Griffin Road
Bldg. 2, Suite 200
Fort Lauderdale, FL 33312

Secured Party:

GPB Life Science Holdings LLC

By: _____

Name:

Title:

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SCHEDULE A

The term "Collateral" means collectively, wherever located, whether now owned or hereafter acquired or now existing or hereafter acquired or created, all right, title and interest of Debtor in and to all of its assets, including, without limitation: (i) accounts, chattel paper, deposit accounts, documents, general intangibles (including, but not limited to intellectual property, payment intangibles, software, licenses, franchises and customer information), goods (including, but not limited to equipment, fixtures and inventory), instruments, investment property, letter-of-credit rights, money, other personal property, software, any commercial tort claims; (ii) to the extent not referred to in clause (i) of this sentence, all (A) supporting obligations and incidental property rights incident to, arising or accruing pursuant to or otherwise relating to any of the things referred to in clause (i) of this sentence, whether arising or accruing from any action taken by Debtor or the Secured Party or otherwise, (B) proceeds of any of the items referred to in clauses (i) and (ii)(A) of this sentence and (C) books and records relating to any of the items referred to in clauses (i) and (ii)(A) and (B) of this sentence.

SCHEDULE OF PATENTS

<u>Application No.</u>	<u>Title</u>
14/499283	Locator Beacon And Radar Application For Mobile Device
14/583876	3D Location Based On Wireless Time Of Flight Calculation
14/476805	Locator Beacon And Radar Application For Mobile Device
13/858,053	Locator Beacon And Radar Application For Mobile Device
14/068,043	Wireless Communication-Enabled Energy Consumption Monitor And Mobile Application For Same