

09/08/2015



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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 04/30/2015)

RECORDATION  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Highwave Energy, Inc.,

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 10, 2014

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Highwave Acquisition, LLC

Internal Address: \_\_\_\_\_

Street Address: 3050 Post Oak Blvd., Suite 460

City: Houston

State: Texas

Country: USA Zip: 77056

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

6184427  
6797126  
8378161  
8466332

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Michael T. Tarski, Esq.

Internal Address: \_\_\_\_\_

Street Address: 14755 Preston Rd., Suite 600

City: Dallas

State: Texas Zip: 75254

Phone Number: 972-419-4742

Docket Number: \_\_\_\_\_

Email Address: mtarski@wgblawfirm.com

**6. Total number of applications and patents involved: 4**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_  
09/08/2015 KHOUYEN 00000012 6184427

**9. Signature:**

Signature

Kayla Bruzese, Secretary of General Partner

Name of Person Signing

01 FC:8021

September 1, 2015

Date

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**TRANSFER STATEMENT PURSUANT TO SECTION 9-619  
OF THE SOUTH CAROLINA UNIFORM COMMERCIAL CODE**

This Transfer Statement is dated effective as of October 10, 2014 and is executed by Highwave Acquisition, LLC ("Acquisition") pursuant to and in accordance with Section 9-619 of the South Carolina Uniform Commercial Code, with reference to the following:

1. Secured Party. Acquisition, the Secured Party, is the holder of (i) a secured promissory note (the "Note"), executed by Highwave Energy, Inc., a Delaware corporation ("Highwave") as of May 10, 2013 in the original principal amount of \$4,619,233.74 and (ii) other obligations of Highwave arising under that certain Modification, Extension and Renewal of Security Agreement (the "Security Agreement") executed by Highwave as of May 10, 2014 (collectively, the "Obligations"). Acquisition properly and timely recorded the security interest in accordance with the Uniform Commercial Code in effect in the State of South Carolina.
2. Collateral. As security for payment and performance of the Note and the Obligations, Highwave granted to Acquisition a security interest in all of Highwave's right, title, interest, claim and estate in and to certain personal property now owned or hereafter acquired by Highwave pursuant to the Security Agreement and more specifically identified on Exhibit "A" attached hereto (the "Collateral"). All terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Security Agreement.
3. Debtor's Default. As of August 28, 2014, Highwave was in default on the payment of principal and interest due on the Note. Notice of such payment default, and other defaults, was duly given to Highwave on August 28, 2014. As a result of such defaults, one or more "Events of Default" existed under the Security Agreement. The existence of such Events of Default entitled Acquisition, *inter alia*, to exercise any and all rights and remedies available under the Security Agreement, the Note and/or under applicable law in respect of such Event of Default.
4. Exercise By Secured Party Of Post-Default Remedies. Acquisition exercised its remedies in respect of the Collateral as follows. On September 19, 2014, Acquisition duly notified Highwave, pursuant to and in strict accordance with the South Carolina Uniform Commercial Code, of the disposition of the Collateral by public auction to be held on October 10, 2014.
5. Acquisition Has Acquired The Rights Of Highwave In The Collateral. At the public auction held on October 10, 2014 Acquisition acquired all right, title, interest, claim and estate heretofore held by Highwave in the Collateral. As a result, Acquisition is entitled to, among other things, the benefit and enjoyment of all rights conferred upon Acquisition by Section 9-619(b) of the South Carolina Uniform Commercial Code.

**EXHIBIT "A"**

**COLLATERAL**

- (i) all Accounts;
- (ii) all Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);
- (iii) all General Intangibles (including payment intangibles, patents, trademarks, copyrights, service marks and Software);
- (iv) all Goods (including Inventory, Equipment and Fixtures);
- (v) all Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (vi) all Instruments;
- (vii) all Investment Property;
- (viii) all Deposit Accounts and all other bank accounts and all deposits therein;
- (ix) all money, cash or cash equivalents of Grantor;
- (x) all Supporting Obligations and Letter-of-Credit Rights of Grantor;
- (xi) all contract rights of Grantor;
- (xii) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing;
- (xiii) any money, cash, cash equivalents or other income, or any other type of proceeds generated by the sale or other transfer of any real property of Grantor; and
- (xiv) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

Any capitalized term used but not otherwise defined herein (i) has the meaning given to such term in the First Amended and Restated Credit Agreement between Highwave and Perkins Special opportunity Fund, LP dated May 10, 2013, (ii) or, if any such capitalized term is not defined in the Credit Agreement, has the meaning provided for by the South Carolina Uniform Commercial Code to the extent the same are used or defined therein.

6. Name And Mailing Address Of Acquisition And Highway.

(a) The name and mailing address of Highway is as follows:

Highwave Energy, Inc. f/k/a/ Climax Global Energy, Inc.  
c/o John Griffith  
450 Springfield Avenue, Suite 201  
Summit, New Jersey 07901

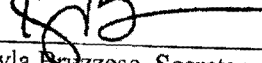
Highwave Energy, Inc. f/k/a/ Climax Global Energy, Inc.  
c/o Thomas Pinto  
9 Park Place  
Flanders, New Jersey 07836

(b) The name and mailing addresses of Acquisition (who is the transferee hereunder) is as follows:

Highwave Acquisition, LLC  
3050 Post Oak Blvd., Suite 460  
Houston, Texas 77056

IN WITNESS WHEREOF, Acquisition has executed this Transfer Statement effective as of the date first written above.

Sincerely yours,  
Highwave Acquisition, LLC

By:   
Kayla Bruzzese, Secretary