

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3596115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WAVETRONIX LLC	10/28/2015
RECEIVING PARTY DATA	
Name:	DBSI LIQUIDATING TRUST
Street Address:	6327 SW CAPITAL HIGHWAY, PMB 22
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97239
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	6556916
Patent Number:	6693557
Patent Number:	7427930
Patent Number:	7426450
Patent Number:	7573400
Patent Number:	7889097
Patent Number:	7889098
Patent Number:	7924170
Patent Number:	7991542
Patent Number:	8248272
Patent Number:	8665113
Application Number:	14164102
Application Number:	13753869
CORRESPONDENCE DATA	
Fax Number:	(973)596-0545
<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:	9735964500
Email:	IPDocket@gibbonslaw.com
Correspondent Name:	IP DOCKET ADMINISTRATOR
Address Line 1:	ONE GATEWAY CENTER

PATENT

Address Line 2:	GIBBONS P.C.
Address Line 4:	NEWARK, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	110217-85090
--------------------------------	--------------

NAME OF SUBMITTER:	XIANGJING ZHAN
---------------------------	----------------

SIGNATURE:	/Xiangjing Zhan/
-------------------	------------------

DATE SIGNED:	11/02/2015
---------------------	------------

Total Attachments: 5

source=Agreement#page1.tif

source=Agreement#page2.tif

source=Agreement#page3.tif

source=Agreement#page4.tif

source=Agreement#page5.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement") dated October ^{28th}, 2015 is between WAVETRONIX LLC, an Idaho limited liability company, whose address is 78 E. 1700 South, Provo, Utah 84606 ("Grantor"), and DBSI LIQUIDATING TRUST, CONRAD MYERS, TRUSTEE, whose address is 6327 SW Capital Highway, PMB 22, Portland, Oregon 97239.

A. Grantor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a lien and security interest in all general intangibles of Grantor, which Grantor agrees includes, without limitation, all of Grantor's right, title, and interest in, to and under all now owned and hereafter acquired Patents and patent Licenses, and all proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Secured Party a lien and continuing security interest in all of Grantor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof;

(2) each Patent License, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and

(3) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Patent Collateral made and granted hereby are

#2253123 v1
110217-85090

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Upon payment and satisfaction of the Obligations, the Secured Party shall execute and file for record termination statements or other instruments releasing its security interest in the Patent Collateral in each jurisdiction in which the Secured Party has filed a financing statement or amendment or similar instrument related to the Collateral, including, without limitation, the United States Patent and Trademark Office. In the event that the Secured Party fails to file for record any instrument required by this Section, within five days after the Obligations have been paid, the Secured Party hereby irrevocably authorize the Grantor to execute and file for record any such instrument(s) as attorney in fact for the Secured Party. The power of attorney herein granted is coupled with an interest and shall be irrevocable.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

GRANTOR:

WAVETRONIX LLC

By: David V. Arnold

Name: David Arnold
Title: CEO, Manager

SECURED PARTY:

DBSI LIQUIDATING TRUST

By: _____

Name: Conrad Myers
Title: Trustee

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Upon payment and satisfaction of the Obligations, the Secured Party shall execute and file for record termination statements or other instruments releasing its security interest in the Patent Collateral in each jurisdiction in which the Secured Party has filed a financing statement or amendment or similar instrument related to the Collateral, including, without limitation, the United States Patent and Trademark Office. In the event that the Secured Party fails to file for record any instrument required by this Section, within five days after the Obligations have been paid, the Secured Party hereby irrevocably authorizes the Grantor to execute and file for record any such instrument(s) as attorney in fact for the Secured Party. The power of attorney herein granted is coupled with an interest and shall be irrevocable.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

GRANTOR

WAVEIRONIX LLC

By: _____

Name: David Arnold

Title:

SECURED PARTY

DBS LIQUIDATING TRUST

By:  _____

Name: Conrad Myers

Title: Trustee

**Schedule 1
to
Patent Security Agreement**

PATENTS

See list attached hereto

PATENT LICENSES

None

10/23/2015

WAVETRONIX UNITED STATES PATENT REPORT

Case Ref	Title	Application No.	Patent No.	Application Date	Issue Date	Case Status
15455.1	System & method for identification of traffic lane positions	09/866146	6556916	9/27/2001	4/29/2003	Registered
15455.2	Vehicular Traffic Sensor	09/864688	6693557	9/27/2001	2/17/2004	Registered
15455.2.1	Vehicular Traffic Sensor	10/744686	7427830	12/23/2003	9/23/2008	Registered
15455.4.1	System and method for monitoring speed	10/754217	7426450	1/9/2004	9/16/2008	Registered
15455.6	Systems and methods for configuring intersection detection zones	11/264339	7573400	10/31/2005	8/11/2009	Registered
15455.9.1	Detecting targets in roadway intersections	11/614250	7889097	12/21/2006	2/15/2011	Registered
15455.9.1.1	Detecting Targets in Roadway Intersections	12/546219	7889098	12/21/2006	2/15/2011	Registered
15455.9.1.2	Detecting Targets in Roadway Intersections	12/546196	7924170	12/21/2006	4/12/2011	Registered
15455.10.1	Monitoring Signalized Traffic Flow	11/689441	7891542	3/21/2007	8/2/2011	Registered
15455.13.1	Detecting Targets in Roadway Intersections	12/502965	8248272	7/14/2009	8/21/2012	Registered
15455.13.2	Detecting Roadway Targets Across Beams including Filtering Computed Positions	12/710736	8685113	2/23/2010	3/4/2014	Registered
15455.13.3	Detecting Roadway Targets Across Beams	14/164102		1/24/2014		Application allowed
15455.17	Improving Traffic Flow Through an Intersection by Reducing Platoon Interference	13/753869		1/30/2013		Pending