

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3630414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NOMIR MEDICAL TECHNOLOGIES, INC.	11/12/2015
RECEIVING PARTY DATA	
Name:	RICHARD P. GOODKIN AS AGENT FOR VARIOUS NOTE HOLDERS
Street Address:	336 SINGLETARY LANE
City:	FRAMINGHAM
State/Country:	MASSACHUSETTS
Postal Code:	01702
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14541442
Application Number:	14455497
Application Number:	14567367
Patent Number:	8430919
CORRESPONDENCE DATA	
Fax Number:	(703)391-2901
<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>	
Email:	ptonotices@marburylaw.com
Correspondent Name:	THE MARBURY LAW GROUP, PLLC
Address Line 1:	11800 SUNRISE VALLEY DRIVE
Address Line 2:	15TH FLOOR
Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	9399-PAT
NAME OF SUBMITTER:	R. CREMEANS
SIGNATURE:	/R. CREMEANS/
DATE SIGNED:	11/24/2015
Total Attachments: 6	
source=Security Agreement#page1.tif	
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SECURITY AGREEMENT

Debtor - Nomir Medical Technologies, Inc., a Delaware corporation

Secured Party – Richard P. Goodkin as agent for the various Note Holders under several Bridge Note Purchase Agreements dated on or about November 12, 2015

Date – November 12 , 2015

Aggregate Note(s) Amount - \$1,392,000

1. DEFINITIONS.

Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code as in effect in the State of New York, as it may be amended from time to time ("UCC").

2. GRANT OF SECURITY INTEREST.

For value received, the Debtor grants to the Secured Party a first priority security interest in the property described below in paragraph 4 (the "Collateral"). The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until indefeasible payment and performance in full of all of the Obligations (as defined below).

3. OBLIGATIONS SECURED.

This Agreement secures the payment and performance of: (a) all obligations under a series of Secured Promissory Notes dated on or about the date of this Security Agreement, made payable to the various holders of Secured Promissory Notes made by the Debtor, in the amount of \$1,392,000 (the "Notes"), including all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Notes; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; and (c) any modifications, renewals, refinancings, or extensions of the foregoing obligations.

The Notes and all other obligations secured hereby are collectively called the "Obligations."

4. COLLATERAL DESCRIPTION.

The Collateral in which this security interest is granted is the Debtor's intellectual property ("IP") directly related to Debtor's "Advanced Development Technology" ("ADT") described below, now owned or hereafter acquired, together with all replacements, accessions, proceeds, and products.

a. The "ADT" is described as and includes Debtor's patents applied for and/or granted directly and exclusively related to i) the use of lasers to promote accelerated metabolism of fat cells during exercise, ii) the use of lasers to reduce efflux pump activity of cancer tumors, iii) the application of chronophotobiology to promote improved wound healing, and iv) photodynamic therapy through

bioluminescence to treat lung diseases. These pending and granted patents are listed in Appendix A hereto.

b. The Collateral does NOT include Debtor's IP relating to the treatment of pathogens or for the specific treatment of dental conditions.

5. RESTRICTIONS ON COLLATERAL TRANSFER, LIENS AND OTHER ENCUMBRANCES.

Debtor will not sell, lease, license or otherwise transfer (including by granting security interests, Liens (as defined below), or other encumbrances in) all or any part of the Collateral or Debtor's interest in the Collateral without Secured Party's written or electronically communicated approval, except that Debtor may sell inventory in the ordinary course of business on customary terms. Debtor will not create or permit to be created or suffer to exist any Lien on all or any part of the Collateral. "Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

6. MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION.

Debtor's primary operating account into which any Collateral is deposited or paid shall be maintained at Bank of America in Account Number 004631623616, which account may be changed with the written consent of the Secured Party which shall not be unreasonably withheld, conditioned or delayed. Debtor shall provide Secured Party with at least five (5) business days' notice of any proposed change.

Without limiting the foregoing, Debtor must immediately notify Secured Party by written or electronic communication of any change in location of the Collateral (and in any case within five (5) days), specifying the new location and specifically referencing this Agreement. Debtor hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Debtor must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, maintenance costs and fees (including without limitation all patent maintenance costs and fees), or charges of any kind levied or assessed thereon; and (c) keep current all rent or mortgage payments due, if any, on premises where the Collateral is located.

7. CHANGES TO DEBTOR'S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME.

Debtor must notify Secured Party by written or electronic communication not less than thirty (30) days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving, changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Debtor will pay for the preparation and filing of all documents which Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Party's security interest in the event of any such change.

8. PERFECTION OF SECURITY INTEREST.

Debtor consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Debtor must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Debtor will pay the filing and recording costs of any documents relating to Secured Party's security interest. Debtor ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Debtor consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Debtor must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Debtor ratifies all previous filings and recordings, including financing statements and notations on certificates of title.

9. DEFAULT.

Debtor is in default under this Agreement if: (a) Debtor fails to pay, perform or otherwise comply with any provision of this Agreement; (b) another secured party or judgment creditor exercises its rights against the Collateral; or (c) an event defined as a "default" under the Obligations (including without limitation, the Note) occurs. In the event of default and if Secured Party requests, Debtor must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Debtor or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Debtor waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person.

10. GOVERNING LAW.

Debtor and Secured Party agree that this Agreement will be governed by the laws of the State of New York, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles.

11. SECURED PARTY RIGHTS.

Following a Default, the Secured Party shall have the right, themselves or through any of their agents, upon prior notice to Debtor, as to any or all of the Collateral, by any available judicial procedure, (provided, however, that it is in compliance with the UCC), to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, the Secured Party shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or

representations, and upon such terms and conditions, all as the Secured Party, in its commercially reasonable discretion, may deem advisable, and the Secured Party shall have the right to purchase at any such sale.

Debtor appoints the Secured Party, and any officer, employee or agent of such Secured Party, with full power of substitution, as Debtor's true and lawful attorney-in-fact, effective as of the date hereof, with power, upon the Secured Party's election, in its own name or in the name of Debtor, but only during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into the Secured Party's possession, (ii) to sign and endorse any drafts against Debtor, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify persons and entities obligated with respect to the Collateral to make payments directly to the Secured Party; and, (vi) generally, to do, at the Secured Party's option and at Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party reasonably deems necessary to protect, preserve and realize upon the Collateral and the Secured Party's security interest therein to effect the intent of this Agreement, all as fully and effectually as Debtor might or could do; and Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable during the continuance of an Event of Default as long as any of the Obligations are outstanding.

At any time or times, in order to comply with any legal requirement in any jurisdiction or in order to effectuate any provision of this Agreement as determined in the commercially reasonable discretion of the Secured Party, the Secured Party may, without the consent of, but with notice to, the Debtor, appoint itself, or any bank or trust company or any other person or entity to act as collateral agent (the "Collateral Agent"), with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment. The Debtor acknowledges that (a) the rights and responsibilities of the Collateral Agent under this Agreement or arising out of this Agreement shall, as between the Collateral Agent and the Secured Party, be governed by the matters as among the Secured Party and the Collateral Agent to which the Debtor shall not be a third party or other beneficiary; and (b) as between the Collateral Agent and the Debtor, the Collateral Agent shall be conclusively presumed to be acting as agent for itself and the Secured Party with full and valid authority so to act or refrain from acting.

All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Party's ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Party's actions or inactions caused or in any way contributed to such loss or damage.

12. SEVERABILITY.

If any provision of this Agreement is unenforceable, all other provisions remain in effect.

13. DEBTOR CERTIFICATIONS.

Debtor certifies that: (a) its Name as stated above is correct; (b) all Collateral is owned or titled in the Debtor's name and not in the name of any other organization or individual; (c) Debtor has the legal authority to grant the security interest in the Collateral; (d) Debtor's ownership in or title to the Collateral is free of all claims, Liens, encumbrances or security interests; (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; and (g) Debtor has read and understands the meaning and effect of all terms of this Agreement.

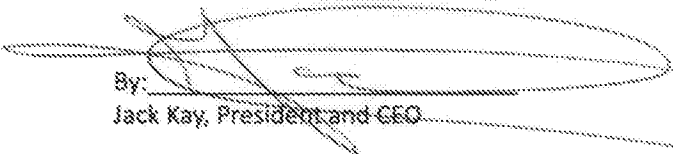
14. VENUE.

Debtor agrees that all actions or proceedings arising in connection with this Security Agreement and the Note shall be tried and litigated only in the state or federal courts located in, or within twenty five (25) miles of, New York City. Debtor waives any right it may have to assert the doctrine of forum non conveniens or to object to such venue, and consents to any court ordered relief. Debtor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to Debtor. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action hereunder or the Notes to enforce the same, in any appropriate jurisdiction.

15. WAIVER OF JURY TRIAL. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Debtor - Nomir Medical Technologies, Inc.

Secured Party - Richard B. Goodkin

By: 
Jack Kay, President and CEO

By: 

Appendix A

DESCRIPTION OF COLLATERAL

The Debtor's intellectual property ("IP") directly related to Debtor's "Advanced Development Technology" ("ADT") described below, now owned or hereafter acquired, together with all replacements, accessions, proceeds, and products.

a. The "ADT" is described as and includes Debtor's patents applied for and/or granted directly and exclusively related to i) the use of lasers to promote accelerated metabolism of fat cells during exercise, ii) the use of lasers to reduce efflux pump activity of cancer tumors, iii) the application of chrono-photobiology to promote improved wound healing, and iv) photodynamic therapy through bioluminescence to treat lung diseases. These pending and granted patents are listed below.

b. The Collateral does NOT include Debtor's IP relating to the treatment of pathogens or for the specific treatment of dental conditions.

LIST OF PENDING AND GRANTED PATENT NUMBERS -

Matter No.	Country Name	Application Number	Applicati on Status	Case Type	Filing Date	Publication Date	Title
9389-091/C3	United States of America	14/541,442	Published	CON	14-Nov-2014	23-Jul-2015	Optical Method and Device for Modulation of Biochemical Processes in Adipose Tissue
9389-283/CIP	United States of America	14/455,497	Published	CIP	08-Aug-2014	22-Jan-2015	Near-Infrared Enhancement of Circadian and Ultradian Spatiotemporal Cellular Coordination
9389-287/	United States of America	14/567,367	Published	ORD	11-Dec-2014	11-Jun-2015	Implementation of Non-Pathogenic Bioluminescent Bacteria as a Micro-Light-Emitting source for Photo-Dynamic Therapy
9389-091/	European Patent Convention	1983888	Granted	PCT	25-Jun-2014	24-Jan-2027	Optical Method and Device for Modulation of Biochemical Processes in Adipose Tissue
9389-091/	France	1983888	Granted	EPP	25-Jun-2014	24-Jan-2027	Optical Method and Device for Modulation of Biochemical Processes in Adipose Tissue
9389-091/	Germany	1983888	Granted	EPP	25-Jun-2014	24-Jan-2027	Optical Method and Device for Modulation of Biochemical Processes in Adipose Tissue
9389-091/	United Kingdom	1983888	Granted	EPP	25-Jun-2014	24-Jan-2027	Optical Method and Device for Modulation of Biochemical Processes in Adipose Tissue
9389-091/C	United States of America	8430919	Granted	CON	30-Apr-2013	24-Jan-2027	Optical Method and Device for Modulation of Biochemical Processes in Adipose Tissue

PATENT

REEL: 037131 FRAME: 0818

RECORDED: 11/24/2015