

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3661847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INSULINNG, LLC	11/25/2015
RECEIVING PARTY DATA	
Name:	CHRISTOPHER R DENISCO
Street Address:	12796 N.W. MARINER COURT
City:	PALM CITY
State/Country:	FLORIDA
Postal Code:	34990
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13748961
Patent Number:	8383585
Application Number:	61151806
Application Number:	61081645
CORRESPONDENCE DATA	
Fax Number:	(203)869-1951
<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:	2038622395
Email:	rmancuso@wbamct.com
Correspondent Name:	RICHARD E. MANCUSO
Address Line 1:	WHITMAN BREED ABBOTT & MORGAN LLC
Address Line 2:	500 WEST PUTNAM AVENUE
Address Line 4:	GREENWICH, CONNECTICUT 06830
ATTORNEY DOCKET NUMBER:	0022006.0001
NAME OF SUBMITTER:	RICHARD E. MANCUSO
SIGNATURE:	/Richard E. Mancuso/
DATE SIGNED:	12/16/2015
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), dated November 25, 2015, is made by and among INSULINNG, LLC, a Florida limited liability company with its principal address at 3510 Kraft Road, Suite 200, Naples, Florida 34105 (the “**Grantor**”) in favor of CHRISTOPHER R. DENISCO, an individual residing at 12796 N.W. Mariner Court, Palm City, Florida 34990 (the “**Secured Party**”).

WHEREAS, the Grantor has executed and delivered to the Secured Party that certain Secured Convertible Promissory Note, dated November 25, 2015, in the principal amount of US\$150,000.00 (the “**Note**”).

WHEREAS, as a condition precedent to the making of the loan under the Note by the Secured Party, the Grantor has executed and delivered to the Secured Party that certain Security Agreement by and between the Grantor and the Secured Party of even date herewith (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, for the benefit of the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[Signature Page Follows]

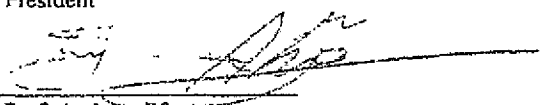
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

INSULINNG, LLC

By: 

Name: Dieter Kondak
Title: President

By: 

Name: Prof. Andreas Pfuetzner
Title: Chief Medical Officer

Address for Notices:

3510 Kraft Road
Suite 200
Naples, FL 34105

AGREED TO AND ACCEPTED:

SECURED PARTY:


Christopher R. DeNisco

Address for Notices:

12796 N.W. Mariner Court
Palm City, FL 34990

Schedule 1

PATENTS AND PATENT APPLICATIONS

(i) U.S.2013/0210718 A1 filed January 24, 2013, titled Biomarkers for Cariodiabetes, and U.S. applications 61/151,806, filed February 11, 2009 and 61/081,645, filed July 17, 2008 incorporated therein, and the continuation of application No. 12/505,433 filed on July 17, 2009, now Patent No. 8,383,585 related thereto (collectively, "U.S.0210718"); (ii) all U.S. and foreign patent applications originating from U.S.0210718 including claims directed toward any improvements disclosed and supported by U.S.0210718; (iii) all U.S. or foreign patents issued from U.S.0210718; (iv) all patent applications and patents claiming priority to U.S.0210718 including U.S., PCT, and foreign divisionals, continuations and continuations-in-part; and (v) all extensions, renewals, reissues, re-examinations, and supplementary protection certificates issued on any of the foregoing.

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

None.

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

4827-0228-1515, v. 1