# 503629335 12/30/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3675965

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	SECURITY INTEREST	
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
LEXINGTON SERVICE	S LIMITED		12/22/2015	
RECEIVING PARTY DA	ΛΤΛ			
Name:		ANTHOLOGY SA		
Street Address:	FORT CHARLES			
Internal Address:	DIXCART HOUSE			
City:	CHARLE	CHARLESTOWN, NEVIS		
State/Country:	SAINT KITTS AND NEVIS			
	1			
PROPERTY NUMBERS	6 Total: 1			
Property Type		Number		
Patent Number:	8	019807		
	ΔΑΤΑ			
		he e-mail address first; if that is u		
		<i>if that is unsuccessful, it will be s</i> 658381168	ent via US Mail.	
		edric.dhue@dhuelaw.com		
Correspondent Name: CED		EDRIC D'HUE	RIC D'HUE	
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ATTORNEY DOCKET NUMBER:		MJW_P0001_01		
NAME OF SUBMITTER:		CEDRIC A. D'HUE	CEDRIC A. D'HUE	
SIGNATURE:		/Cedric A. D'Hue/	/Cedric A. D'Hue/	
DATE SIGNED:		12/30/2015	12/30/2015	
Total Attachments: 6				
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#### · CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENT

#### THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENT (the

"<u>Confirmatory Grant</u>") is made effective as of 22 December 2015, by and from LEXINGTON SERVICES LIMITED, a Malta corporation (the "<u>Debtor</u>"), whose principal address is Susan Court, B1, Triq II, Prinjolata Ta' Xbiex XBX 1130, MALTA, to and in favor of ANTHOLOGY SA (the "<u>Creditor</u>"), whose principal address is Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis.

WHEREAS, Debtor and Creditor have entered into a Patent Security Agreement of even date herewith (the "<u>PSA</u>") pursuant to which Debtor has granted Creditor a security interest in U.S. Patent No. 8,019,807 (Application Number 10/121,788) together with all reissues, continuations, divisions, modifications, substitutions or extensions of the foregoing U.S. Patent, issued by the United States Patent and Trademark Office (the "<u>Patent</u>");

WHEREAS, Debtor is the owner of the Patent;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions.</u> All capitalized terms not defined herein shall have the respective meaning given to them in the PSA.

#### 2) <u>The Security Interest.</u>

(a) In accordance with the PSA, the Debtor hereby grants to Creditor and confirms its grant to Creditor of a first position lien, fixed charge, equitable mortgage and continuing security interest in all the Debtor's right title and interest in the Patent.

(b) In accordance with the PSA, any license of the Patent by the Debtor to a subsidiary or related company shall be subject to the terms of the PSA.

(c) The lien and security interest contained in this agreement is granted in conjunction with the rights authorities, liens and security interests granted to the Creditor pursuant to the PSA.

(d) Upon occurrence of an Event of Default as set out in the PSA, the Creditor has the right to appoint a Receiver or Delegate, with all of the powers and authorities set out in the PSA, to take possession of and to dispose of the Patent and to apply the proceeds of sale thereby realized in discharge of the Secured Liabilities.

(e) Upon the discharge of the Secured Liabilities by the Debtor in accordance with the terms of the PSA, the Creditor shall immediately, at the request and cost of the Debtor, take action necessary to release the Patent from the security granted under the PSA and procure the registration of a release and discharge of the security interest in the Patent with the U.S. Patent Office.

(f) Debtor acknowledges and affirms that the rights and remedies of the Creditor with respect to the liens and security interests in the Patent made and granted hereby are more fully set forth in the PSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(g) In the event that any provisions of this Confirmatory Grant are deemed to conflict with the PSA, the provisions of the PSA shall govern.

IN WITNESS WHEREOF, the Debtor and Creditor have executed this Confirmatory Grant effective as of the above-indicated date.

#### Signature pages overleaf

**DEBTOR:** Dr Jonathan Corrieri on behalf of Lexington Services Limited l

BE IT KNOWN

That I, Dr. Joanne Cutajar, Notary Public, MALTA

#### CERTIFY

That Dr Jonathan Corrieri residing at "Casita" Dahlet L-Oleandri, Attard ATD2850, Malta identified to me by production of his identity Card

SIGNED the Confirmatory Grant of Security Interest in my presence.

THIS ACT may be received in evidence in a court of law.

SIGNED AND SEALED at Ta' Xbiex, Malta on 23rd day of December 2015

Notary Public

Malta

JOANNE CUTAJAR Notary Public & Commissioner for Oaths Flat 10, 43, Manuel Dimech Street Sliema Mob: 7992 4120 notaryjoannecutajar@gmail.com NOTARY SEAL



## Apostille Certificate Convention de La Haye du 5 octobre 1961

1. Country: Malta

This public document

2. has been signed by Joanne Cutajar

- 3. acting in the capacity of Notary Public
- 4. bears the seal / stamp of

#### Same

Certified

- 5. at Ministry of Foreign Affairs, Valletta
- 6. the 23 DEC 2015
- 7. by David Muscat Legalisation Officer
- 8. No: 254070

9. Seal / stamp

10. Signature

#### **CREDITOR:**

Dr. Christian Ellul for and on behalf of Anthology SA

BE IT KNOWN

That I, Dr. JAMES GRECH, Notary Public, MALTA

#### CERTIFY

Rendergardens, 1241, Trig IV: Muscat Azzopardi That Dr. Christian Ellul residing at <u>San Giljan</u> identified to me by production of ID (And

SIGNED the Confirmatory Grant of Security Interest in my presence.

THIS ACT may be received in evidence in a court of law.

SIGNED AND SEALED at BAMED STREET, on 18 H day of December 2015 BIRHER MMAN

Notary Public

NOTARY SEAL

Dr. James Grech LL.B., N.P., LL.D Notary Public & Commissioner for Oaths 2A, 'Delmar', Flat I, Brared Street, Birkirkara, BKR 1251, Malta. 99229334 / 27331527

Malta

## Apostille Certificate Convention de La Haye du 5 octobre 1961

1. Country: Malta

This public document

2. has been signed by James Grech

- 3. acting in the capacity of Notary Public
- 4. bears the seal / stamp of Same

Certified

- 5. at Ministry of Foreign Affairs, Valletta
- 6. the 29 DEC 2015
- 7. by Karen Montebello Legalisation Officer
- 8. No: **254216**
- 9. Seal / stamp

10. Signature

