# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3896911

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	503823145

### **CONVEYING PARTY DATA**

Name	Execution Date
ANELTO, INC.	01/31/2016

### **RECEIVING PARTY DATA**

Name:	IPCOMM
Street Address:	806 OCEAN CREST ROAD
City:	CARDIFF BY THE SEA
State/Country:	CALIFORNIA
Postal Code:	92007

## **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	8725291
Application Number:	13408553
Application Number:	13829168
Application Number:	14222643

#### CORRESPONDENCE DATA

**Fax Number:** (202)974-9555

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.

**Phone:** 202-662-2738

**Email:** dcipdocketing@akllp.com, kmcdermott@akllp.com

Correspondent Name: SEAN S. WOODEN
Address Line 1: ANDREWS KURTH LLP

Address Line 2: 1350 | STREET NW, SUITE 1100

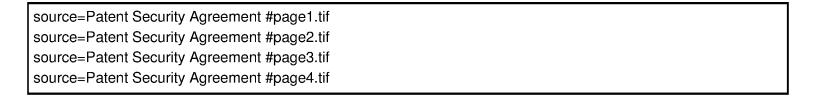
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	229537, 538, 539, 541
NAME OF SUBMITTER:	SEAN S. WOODEN
SIGNATURE:	/sean s. wooden/
DATE SIGNED:	06/01/2016

**Total Attachments: 4** 

PATENT REEL: 038787 FRAME: 0085

503850262



PATENT REEL: 038787 FRAME: 0086

#### **EXHIBIT D**

#### PATENT SECURITY AGREEMENT

#### **RECITALS:**

WHEREAS, Grantor has been assigned the U.S. patents and patent applications listed on the attached Schedule A (collectively the "Patents") pursuant to a Patent Purchase Agreement between Grantor and the Secured Party.

WHEREAS, pursuant to the terms and conditions of the Patent Purchase Agreement, the Secured Party has agreed to sell the Patents to Grantor subject to payment terms in paragraph 3.2 of the Patent Purchase Agreement; and

**WHEREAS**, pursuant to this Security Agreement, Grantor has given security interest to Secured Party in the Patents to secure Grantor's payment terms in the Patent Purchase Agreement; and

**WHEREAS**, Grantor and Secured Party by this instrument seek to confirm and make a record of the grant of a security interest in the Patents.

**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. Patent security interest, including, without limitation referred to in Schedule A annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof.
- 2. All products and 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 Security interest, including, without limitation referred to in Schedule A annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule A annexed hereto.
- 3. To secure the payment and performance in full of all of the obligations, the Grantor hereby grants, assigns, transfers and conveys to the secured party, by way of security interest, all of the patent security interest. The secured party assumes no liability arising in any way by reason of its holding such Security interest.
- 4. Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.
- 5. The Grantor authorizes the recording of this Patent Security Agreement with the United States Patent and Trademark Office and any other applicable government office.
- 6. Grantor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the Patent Collateral; Grantor authorizes Secured Party to file the Financing Statements (e.g., U.C.C. 1 Financing Statement) and all extensions thereof. Upon payment in full of all secured obligations, Secured Party will timely file a termination of such Financing Statement and any other recordation.

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- 7. The liens granted to Secured Party under this Agreement will constitute a first priority lien on the Patent Collateral.
- 8. If Grantor (a) fails to make payment as set forth in the Patent Purchase Agreement at the time and in the manner therein specified and (b) fails to cure the said failure to make payment as set forth in the Patent Purchase Agreement at the time and in the manner therein specified the Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Collateral speedily in value or in a method customarily sold on a recognized market. Secured Party will give Grantor at least five (5) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) retain the Collateral in satisfaction of the obligations secured hereby, with notice of such retention sent to Grantor as required by law; (c) notify any parties obligated on any of the Collateral consisting of accounts, instruments, chattel paper, chooses in action or the like to make payment to Secured Party and enforce collection of any of the Collateral herein; (d) require Grantor to assemble and deliver any of the Collateral to Secured Party at a reasonably convenient place designated by Secured Party. All of Secured Party's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Secured Party to pursue any remedy shall not exclude pursuit of any other remedy.
- 9. If the services of an attorney are required by Secured Party to secure the performance of this Agreement or otherwise on the breach or default of this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation to this Agreement, Secured Party shall be entitled to reasonable attorney's fees, costs, and other expenses, in addition to any other relief to which Secured Party may be entitled.
- 10. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of California, excluding its conflict of laws rules.
- 11. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, shall be decided by proceedings instituted and litigated in the San Diego County Superior Court of the state of California, and the Parties hereto expressly consent to the venue and jurisdiction of such court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officers as of the date written above.

GRANTOR /	SECURED PARTY
By: ////////////////////////////////////	8y:
Name: MAGK DEDIS	Name:
Title: <u>(2025-05-273 (220</u>	Title:
STATE OF TEXAS () SS:	
COUNTY OF Denton	
Subscribed and sworn to	before me by MARK Denissen (Gramor) and (Secured Party) this 154 day of FehRuary, 2016.
	<u>Janie Ilaine</u>
ŴAŠ;278267 1	JANICE SCHIEMER  Notory Public. State of Texas  My Commission Expires October 15, 2019

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GRANTOR  By: ///A/ De U.S  Name: 11 AAA	SECTRED PARTY  SECTRED PARTY  SECTION OF THE STANGE
STATE OF TEXAS  COUNTY OF DENTSON	
Subscribed and swom to	before me by Nack Denissen (Grantor) and (Secured Party (This 1824 day of Febluary 2016)
	- Janie Sharine
WAS-118361.3	JANICE SCHIRMES  JANICE SCHIRMES  JOSTON FULLISC, STORE on Jevas  Ally Commission Explicits  Optiotist 15, 2019

## **SCHEDULE A**

- US Patent No. 8,725,291entitled "Method and Apparatus for Remote Monitoring of Daily Dispensing of Medication."
- U.S. Patent Application Serial No. 14/222,643, entitled "Medication Dispensing System."
- U.S. Patent Application Serial No. 13/829,168, entitled "Calibrating Medication Compliance Monitor Method and Apparatus."
- U.S. Patent Application Serial No. 13/408,553, entitled "Medication Compliance Monitor Method and Apparatus." [ABANDONED]

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WAS:278267.2

**RECORDED: 05/12/2016** 

PATENT REEL: 038787 FRAME: 0090