

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3976647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NXT-ID, INC.	07/25/2016
LOGICMARK, LLC	07/25/2016
RECEIVING PARTY DATA	
Name:	EXWORKS CAPITAL FUND I, L.P., AS AGENT
Street Address:	333 W. WACKER DR., SUITE 1620
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	14049175
Application Number:	14217289
Application Number:	14842252
Application Number:	14843925
Application Number:	14843930
Patent Number:	5521582
Patent Number:	7231200
Patent Number:	7312709
Patent Number:	7315736
Patent Number:	7893844
Patent Number:	7933579
Patent Number:	8121588
Patent Number:	8275346
Patent Number:	8369821
Patent Number:	RE41392
Patent Number:	RE41845
Application Number:	14467268
CORRESPONDENCE DATA	

Fax Number:

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: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: KRISTEN N. LANGE, PARALEGAL

Address Line 1: C/O GOLDBERG KOHN, LTD. 55 E. MONROE

Address Line 2: SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7467.003
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	07/25/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	07/25/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

SIGNATURE:	/kristenlange/
DATE SIGNED:	07/25/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

DATE SIGNED:	07/25/2016
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 25, 2016, by each of the parties signatory hereto as a "Grantor" (each a "Grantor" and collectively "Grantors"), in favor of EXWORKS CAPITAL FUND I, L.P. as Agent for the Lenders under the Loan Agreement referred to below ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Loan Party Obligors party thereto, Lenders party thereto from time to time and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Loans for the benefit of Grantor, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) Patents means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule I, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule I, and (c) all rights to obtain any reissues or extensions of the foregoing.

(c) Patent Licenses means, collectively, all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent or Patent licensed under any Patent License.

3. REPRESENTATION AND WARRANTY AND COVENANT. Grantor hereby represents and warrants to Agent and Lenders that Schedule I lists all registered Patents and all Patent Licenses owned by Grantor in its own name on the date hereof. Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any Patent may become forfeited, abandoned or dedicated to the public. Grantor will notify Agent immediately if it knows, or has reason to know, that any application or registration relating to any Patent may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding, Grantor's ownership of, or the validity of, any Patent or Grantor's right to register the same or to own and maintain the same.

4. LOAN AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS; FAX/EMAIL SIGNATURES. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to its choice of law provisions.

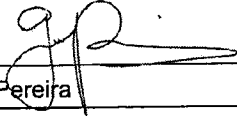
CONFLICTS. If there is a conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.

[signature pages follow]

IN WITNESS WHEREOF, Each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NXT-ID, INC.

By:  _____

Name: Gino Pereira

Title: Chief Executive Officer

LOGICMARK, LLC

By:  _____

Name: Gino Pereira

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

EXWORKS CAPITAL FUND I, L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NXT-ID, INC.

By: _____

Name: _____

Title: _____

LOGICMARK, LLC


By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

EXWORKS CAPITAL FUND I, L.P.

By: 
Name: Andrew D. Hill
Title: CEO

SCHEDULE I
to
PATENT SECURITY AGREEMENT

United States Patents

PATENT	PATENT or APPLICATION NUMBER	ISSUE DATE Or FILE DATE	OWNER
Method for Replacing Traditional Payment and Identity Management Systems and Components to Provide Additional Security and a System Implementing Said Method	14/049175	10/08/13	NXT-ID, Inc.
Universal Authentication and Data Exchange Method, System and Service	14/217289	3/17/14	NXT-ID, Inc.
Method and System to validate Identity without Putting Privacy at Risk	14/842252	9/1/15	NXT-ID, Inc.
Systems and Devices for Wireless Charging of a Powered Transaction Card and Embedding Electronics in a Wearable Accessory	14/843925	9/2/15	NXT-ID, Inc.
Components for Enhancing or Augmenting Wearable Accessories by Adding Electronics Thereto	14/843930	9/2/15	NXT-ID, Inc.
Alarm System	5521582	5/28/96	Logicmark, LLC
Personal Emergency Communication System	7231200	6/12/07	Logicmark, LLC
Alarm Signalling Device and Alarm System	7312709	12/25/07	Logicmark, LLC
Personal Emergency Communication System	7315736	1/1/08	Logicmark, LLC
Fall Detection System Having a Floor Height Threshold and a Resident height Detection Device	7893844	2/22/11	Logicmark, LLC
Personal Emergency Communication System	7933579	4/26/11	Logicmark, LLC
Voice-Extending Emergency Response System	8121588	2/21/12	Logicmark, LLC
Wireless, Centralized Emergency Services System	8275346	9/25/12	Logicmark, LLC
List-Based Emergency Calling Device	8369821	2/5/13	Logicmark, LLC
Personal Emergency Communication System	RE41392	6/22/10	Logicmark, LLC
Personal Emergency Communication System	RE41845	10/19/10	Logicmark, LLC
Apparatus and Method for Locating and Updating Low-Power Wireless Communication Devices	14/467268	8/25/14	Logicmark, LLC

Pending Foreign Patent Applications

None

Foreign Issued Patents

None