

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4054130

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ATHENA FEMININE TECHNOLOGIES, INC.	08/24/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DANIEL SOOHOO
<b>Street Address:</b>	39328 MARBELLA TERRAZA
<b>City:</b>	FREMONT
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94538
<b>Name:</b>	BRIAN STAFFORD
<b>Street Address:</b>	15470 CALLE ENRIQUE
<b>City:</b>	MORGAN HILL
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95037
<b>Name:</b>	STAFFORD LIVING TRUST UDT 2-27-89
<b>Street Address:</b>	15470 CALLE ENRIQUE
<b>City:</b>	MORGAN HILL
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95037
<b>Name:</b>	ANTHONY AND ANNIE HOW
<b>Street Address:</b>	6528 CRESTWOOD DRIVE
<b>City:</b>	CASTRO VALLEY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94552
<b>Name:</b>	ALAN AND CINDY FONG
<b>Street Address:</b>	2200 SHERMAN DRIVE
<b>City:</b>	UNION CITY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94587
<b>Name:</b>	LANNY LEE
<b>Street Address:</b>	358 APPIAN WAY
<b>City:</b>	UNION CITY

PATENT

<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94587
<b>Name:</b>	MIMI LUIS
<b>Street Address:</b>	34543 MILBURN TERRACE
<b>City:</b>	FREMONT
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94555
<b>Name:</b>	SAM GOEKJIAN
<b>Street Address:</b>	1330 MASS AVE. NW
<b>Internal Address:</b>	APARTMENT 526
<b>City:</b>	WASHINGTON
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20005

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7577476

**CORRESPONDENCE DATA**

**Fax Number:** (415)680-2346

*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:** (415) 462-5514

**Email:** jlbatman@legalvc.com

**Correspondent Name:** JEAN L. BATMAN OF LEGAL VENTURE COUNSEL, INC.

**Address Line 1:** 177 POST STREET, SUITE 900

**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94108

**NAME OF SUBMITTER:** JEAN L. BATMAN

**SIGNATURE:** /jean l batman/

**DATE SIGNED:** 09/15/2016

**Total Attachments: 8**

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## SECURITY AGREEMENT

This Security Agreement (the "Agreement") is entered into as of August 24, 2016, by and among Daniel Soohoo, Brian Stafford, Stafford Living Trust UDT 2-27-89, Anthony and Annie How, Alan and Cindy Fong, Lanny Lee, Mimi Luis, and Sam Goekjian (collectively, the "Daniel Soohoo and Partners" or "Lender"), and Athena Feminine Technologies, Inc., a Delaware corporation (the "Company") pursuant to those certain Secured Convertible Promissory Notes made by the Company in favor of the Lender of even date herewith (collectively, the "Note").

For good and valuable consideration, receipt of which is hereby acknowledged, the Lender and the Company hereby agree as follows:

Definitions. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Note. As used herein, the term:

(a) "Default Rate" means the default interest rate provided in the Notes.

(b) "Liquidation Costs" means the reasonable costs and out of pocket expenses incurred by the Lender in obtaining possession of any Collateral (as defined below), in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (i) reasonable attorneys fees and legal expenses, (ii) transportation and storage costs, (iii) advertising costs, (iv) sale commissions, (v) sales tax and license fees, (vi) costs for improving or repairing any of the Collateral, and (vii) costs for preservation and protection of any of the Collateral.

(c) "Permitted Encumbrances" means (i) the liens contemplated by this Agreement; and (ii) liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained in accordance with generally accepted accounting principles.

(d) "Uniform Commercial Code" means the Uniform Commercial Code as adopted now or in the future in the State of Delaware.

Grant of Security Interest. The Company hereby grants to the Lender a security interest in the following personal property of the Company, wherever located, now owned or existing or hereafter acquired or created (the "Collateral"):

(a) all inventory, all proceeds and products thereof and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection,

or any other temporary or permanent disposition of any of the foregoing or any interest therein;

(b) all accounts and all proceeds thereof;

(c) all equipment and goods, all motor vehicles, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein;

(d) all general intangibles and all documentation and supporting information related thereto, all rents, profits and issues thereof, and all proceeds thereof;

(e) all of the following:

(i) any and all promissory notes and instruments payable to or owing to the Company or held by the Company;

(ii) any and all leases under which the Company is the lessor;

(iii) any and all chattel paper in favor of, owing to, or held by the Company, including, without limitation, any and all conditional sale contracts or other sales agreements, whether the Company is the original party or the assignee;

(iv) any and all security agreements, collateral and titles to motor vehicles which secure any of the foregoing obligations; and

(v) all amendments, modifications, renewals, extensions, replacements, additions, and accessions to the foregoing and all proceeds thereof.

(f) all deposit accounts, including without limitation, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof;

(g) all investment property, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof;

(h) all documents, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof;

(i) all letter-of-credit rights, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof;

(j) all supporting obligations, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof;

(k) all of the following:

(i) all right, title and interest of the Company in and to patent applications and patents, including, without limitation, all proceeds thereof (such

as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (the “Patents”);

(ii) all right, title and interest of the Company in and to trademark applications and trademarks, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (the “Trademarks”), and the good will of the business to which each of the Trademarks relates;

(iii) all copyrights of the Company and all rights and interests of every kind of the Company in copyrights and works protectable by copyright, and all renewals and extensions thereof, and in and to the copyrights and rights and interests of every kind or nature in and to all works based upon, incorporated in, derived from, incorporating or relating to any of the foregoing or from which any of the foregoing is derived, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (the “Copyrights”);

(iv) all of the Company’s trade secrets and other proprietary information, and all proceeds thereof (the “Trade Secrets”);

(v) all right, title, and interest of the Company in, to and under license agreements and contracts concerning Patents, Trademarks, Copyrights, and Trade Secrets, all amendments, modifications, and replacements thereof, all royalties and other amounts owing thereunder, and all proceeds thereof; and

(vi) all internet domain names and addresses of the Company and all proceeds thereof.

The Company and the Lender acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to the Company, regardless of when advances to the Company are actually made or when the Collateral is created or acquired.

Debts Secured. The security interest granted by this Agreement shall secure all of the Company’s present and future debts, obligations, and liabilities under this Agreement and the Note.

Representations and Warranties Concerning Collateral. The Company represents and warrants to the Lender that:

(a) the Company is the sole owner of the Collateral;

(b) the Collateral is not subject to any security interest, lien, prior assignment, or other encumbrance of any nature whatsoever except the Permitted Encumbrances.

Covenants. The Company covenants that:

(a) The Company will keep the Collateral free and clear of any and all security interests, liens, assignments or other encumbrances, except the Permitted Encumbrances.

(b) The Company hereby authorizes the Lender to file UCC Financing Statements concerning the Collateral. The Company will execute and deliver any documents (properly endorsed, if necessary) reasonably requested by the Lender for perfection or enforcement of any security interest or lien, give good faith, diligent cooperation to the Lender, and perform such other acts reasonably requested by the Lender for perfection and enforcement of any security interest or lien, including, without limitation, obtaining control for purposes of perfection with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights, and electronic chattel paper. The Lender is authorized to file, record, or otherwise utilize such documents as the Lender deems necessary to perfect and/or enforce any security interest or lien granted hereunder.

Right to Perform for the Company. The Lender may, in the Lender's sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, or any other encumbrance upon the Collateral, perform any duty or obligation of the Company, pay filing, recording, insurance and other charges payable by the Company, or provide insurance as provided herein if the Company fails to do so. Any such payments advanced by the Lender shall be repaid by the Company upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Default. Time is of the essence of this Agreement. The occurrence of any Event of Default shall constitute a default under this Agreement. No course of dealing or any delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default.

Remedies. Upon the occurrence of an Event of Default, the Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Notes:

(a) the Lender shall have all the rights and remedies available under the Uniform Commercial Code;

(b) the Lender shall have the right to enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

(c) upon request of the Lender, the Company shall, at the expense of the Company, assemble the Collateral and records relating thereto at a place designated by the Lender and tender the Collateral and such records to the Lender;

(d) without notice to the Company, the Lender may obtain the appointment of a receiver of the business, property and assets of the Company and the Company hereby consent to the appointment of the Lender or such person as the Lender may designate as such receiver; and

(e) the Lender may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Agreement.

The Company shall be liable for all deficiencies owing on any obligations secured by this Agreement after liquidation of the Collateral. The Lender shall not have any obligation to clean-up or otherwise prepare any Collateral for sale, lease, or other disposition. The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which the Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as the Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein. Upon the occurrence of any Event of Default, the Company agrees to pay all costs and expenses, including reasonable attorneys fees and legal expenses, incurred by or on behalf of the Lender in enforcing, or exercising any remedies under, this Agreement, and any other rights and remedies. Additionally, the Company agrees to pay all Liquidation Costs. Any and all such costs, expenses, and Liquidation Costs shall be payable by the Company upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate. Regardless of the occurrence of any Event of Default, the Company agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by the Lender in any bankruptcy proceedings of any type involving the Company, the Collateral, or this Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

9. Indemnification. The Company shall indemnify the Lender for any and all claims and liabilities, and for damages which may be awarded or incurred by the Lender, and for all reasonable attorneys fees, legal expenses, and other out-of-pocket expenses incurred in defending such claims, arising from or related in any manner to the performance by the Lender of this Agreement, but excluding any such claims based upon breach or default by the Lender or gross negligence or willful misconduct of the Lender. The Lender shall have the sole and complete control of the defense of any such claims. The Lender is hereby authorized to settle or

otherwise compromise any such claims as the Lender in good faith determines shall be in its best interest.

10. First Priority. The security interest of the Lender shall at all times be first in priority in right of payment before all other outstanding obligations of the Company.

11. General.

(a) This Agreement is made for the sole and exclusive benefit of the Company and the Lender and is not intended to benefit any other third parties. No such third party may claim any right or benefit or seek to enforce any term or provision of this Agreement.

(b) In recognition of the Lender's right to have all its attorneys fees and expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, the Lender shall not be required to release, reconvey, or terminate any security interest in the Collateral unless and until the Company has executed and delivered to the Lender general releases in form and substance satisfactory to the Lender.

(c) If the incurring of any debt by the Company or the payment of any money or transfer of property to the Lender by or on behalf of the Company should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and the Lender is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of the Lender's or any Lender's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of the Lender or such Lender related thereto, the liability of the Company and this Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(e) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) All references in this Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.



(g) All agreements, representations, warranties and covenants made by the Company shall survive the execution and delivery of this Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to any Lender or the Lender contemplated by this Agreement is outstanding and unpaid, notwithstanding any termination of this Agreement. All agreements, representations, warranties and covenants in this Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

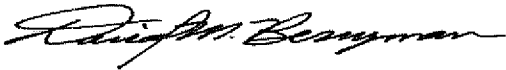
(h) This Agreement and the Note constitute the entire agreement between the Company and the Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by the Company and the Lender. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

(Remainder of Page Intentionally Left Blank)


The parties have caused this Agreement to be duly executed and delivered as of the date and year first written above.

COMPANY:

Athena Feminine Technologies, Inc.

By:   
\_\_\_\_\_  
David Berryman, CEO

LENDER:

  
\_\_\_\_\_  
Daniel Soohoo

/Brian Stafford/

\_\_\_\_\_  
Brian Stafford Individually  
and for the Stafford Living  
Trust UDT 2-27-89, as Trustee

/Anthony and Annie How/

\_\_\_\_\_  
Anthony and Annie How

/Alan and Cindy Fong/

\_\_\_\_\_  
Alan and Cindy Fong

/Lanny Lee/

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Lanny Lee

/Mimi Luis/

\_\_\_\_\_  
Mimi Luis

/Sam Goekjian/

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Sam Goekjian