

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4133591

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|---|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MOVEOPLUS LLC | 10/18/2016 |
| RECEIVING PARTY DATA | |
| Name: | KRUSH TECHNOLOGIES, LLC |
| Street Address: | 1700 S. PATTERSON BOULEVARD |
| Internal Address: | SUITE 300 |
| City: | DAYTON |
| State/Country: | OHIO |
| Postal Code: | 45409 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Application Number: | 62096989 |
| Application Number: | 14980827 |
| Application Number: | 29550470 |
| Application Number: | 29554967 |
| CORRESPONDENCE DATA | |
| Fax Number: | (937)222-6554 |
| <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: | 937-222-2500 |
| Email: | mbooth@ssdlaw.com |
| Correspondent Name: | MICHAEL A. BOOTH |
| Address Line 1: | 40 N. MAIN STREET |
| Address Line 2: | SUITE 1900 |
| Address Line 4: | DAYTON, OHIO 45423 |
| NAME OF SUBMITTER: | MICHAEL A. BOOTH |
| SIGNATURE: | /Michael A. Booth/ |
| DATE SIGNED: | 11/08/2016 |
| Total Attachments: 6 | |
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of the ____18th____ day of October, 2016 (the "Effective Date"), by and between MOVEOPLUS LLC ("Debtor") and KRUSH TECHNOLOGIES, LLC ("Secured Party"), under the following circumstances:

- A. The parties are entering into that certain Definitive Agreement of even date herewith in connection with the sale by Secured Party of certain assets to Debtor (the "Definitive Agreement");
- B. As security for the payments due to be made by Debtor to Secured Party under the Promissory Note executed by Debtor on or about the date hereof for the benefit of Secured Party in the principal amount of \$300,000 (the "Promissory Note") and the Definitive Agreement (collectively, the "Obligations"), Debtor has agreed to grant to Secured Party the security interests as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Security Interest.** Debtor grants a security interest in and pledges and assigns to Secured Party the Collateral described in Section 2 of this Agreement to secure the Obligations and any costs and expenses incurred in the collection of the Obligations.

2. **Collateral.** The following property is referred to as the "Collateral" in this Agreement: All assets, properties and rights of Debtor wherever located, whether now owned or hereafter acquired or arising, and all proceeds, products and accessions thereof, including, but not limited to: (i) Accounts; (ii) Chattel Paper (whether tangible or electronic); (iii) Commercial Tort Claims; (iv) Deposit Accounts; (v) Documents; (vi) Equipment; (vii) Fixtures; (viii) General Intangibles (including, but not limited to all intellectual property, patents and patent applications (including without limitation United States Patent Application Numbers 62/096,989, 14/980,827, 29/550,470, and 29/554,967, any patents issuing from these Applications, any foreign counterpart applications, and any and all continuations, divisionals, continuations-in-part, reissues, or other related applications from these applications or foreign counterparts thereof), trademarks and trademark applications (including without limitation United States Trademark Application Number 86/801,056 and any trademark registrations issuing therefrom), trade names, copyrights, trade secrets, know-how, and payment intangibles), further including any right to sue for past or current infringement of any of these General Intangibles; (ix) Instruments (including promissory notes); (x) Investment Property (including all securities); (xi) Inventory; (xii) Letter of Credit Rights (whether or not the Letter of Credit is evidenced in writing); (xiii) cash and cash equivalents and other money (including contract rights or rights to the payment of money); (xiv) Supporting Obligations; and (xv) to the extent not listed above as original collateral, proceeds and products of the foregoing.

3. **Debtor's Representations, Warranties, and Covenants.** Except for the security interests granted in this Agreement (and as otherwise granted to Secured Party, including without limitation in connection with the Exclusive License Agreement between Debtor and Secured Party of even date herewith (the "License Agreement")), Debtor represents and warrants that it is, and as to the Collateral to be acquired after the date of this Agreement, will be, the owner of

the Collateral free from any lien, security interest or encumbrance whatsoever. Debtor shall defend the Collateral and its proceeds and products against all claims and demands of all persons at any time claiming the Collateral or any interest therein adverse to Debtor, other than Secured Party, and shall preserve the Collateral free from any subsequent liens, encumbrances or security interests, other than granted in favor of Secured Party.

4. **Debtor's Obligations.**

A. Debtor authorizes Secured Party to file any financing statement or other documentation (including without limitation this Agreement) describing any lien held by Secured Party that Secured Party deems necessary or appropriate to perfect Secured Party's interest in the Collateral (including without limitation filing(s) with the United States Patent and Trademark Office) and, if Secured Party so requests, Debtor shall execute and file such financing statements or other documentation and shall take any other actions as reasonably requested by Secured Party from time to time to enforce Secured Party's interest in the Collateral.

B. Until all of the Obligations are paid in full, Debtor shall not:

- i. In one transaction or a series of related transactions, sell, lease, convey, or otherwise dispose of all of or a material portion of its assets;
- ii. Merge with a third party, or enter into a transaction whereby a third party acquires a majority interest in or otherwise effects control over Debtor; or
- iii. Change its name or the location of any Collateral without providing Secured Party with at least thirty (30) days prior written notice.

C. Debtor shall execute and deliver to Secured Party from time to time such supplemental assignments or other instruments as Secured Party may require for the purpose of confirming Debtor's and/or Secured Party's interest in the Collateral.

D. Debtor shall keep the Collateral in good order and repair at all times, shall use the Collateral with reasonable care and caution, shall not, except in the ordinary course of business, part with possession or ownership of the Collateral nor lease or hire out the Collateral without the written consent of Secured Party or except as permitted under this Agreement, and shall exhibit the Collateral to Secured Party upon demand. Debtor shall not use, or permit the Collateral to be used, in violation of any federal, state, county, or municipal law or regulation or for any unlawful purpose whatsoever.

5. **Attorney-in-Fact.** Debtor appoints Secured Party as Debtor's attorney-in-fact to do all acts that Debtor is obligated by this Agreement to do, to exercise all rights of Secured Party in the Collateral, to make collections, to execute any and all papers and instruments, to do all other things necessary to preserve and protect the Collateral, and to protect Secured Party's

security interest in the Collateral, provided Secured Party first notifies and makes a demand in writing on Debtor to perform the same.

6. **Time of Performance and Waiver.** Time is of the essence in performing any act under this Agreement and payment of the Obligations secured by this Agreement. Secured Party's acceptance of any partial or delinquent payment or the failure of Secured Party to exercise any right or remedy is not a waiver of any Obligation by Secured Party or any right of Secured Party and is not a waiver of any other similar default that subsequently occurs.

7. **Event of Default.** Each of the following events constitutes an "**Event of Default**" under this Agreement:

A. A material loss, theft, destruction, sale, or encumbrance of or to any of the Collateral;

B. The dissolution, cessation or winding up of the business of Debtor;

C. The commencement by Debtor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of Debtor in a case under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) of Debtor or for any substantial part of the property of Debtor; or the filing and pendency for ninety (90) days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Debtor of any general assignment for the benefit of creditors;

D. Debtor admits in writing to Debtor's inability to pay its debts as and when they mature or otherwise become insolvent;

E. The issuance of any attachment, garnishment, execution, federal tax levy, or other process of seizure against Debtor's property;

F. Any breach or default by Debtor under the Promissory Note; and/or

G. Any breach or default by Debtor under the Definitive Agreement or any agreement or instrument executed and delivered in connection therewith, including without limitation the Operating Agreement and License Agreement.

8. **Remedies.** On the occurrence of any Event of Default, and at any time after such default, Secured Party may declare all or any part of the Obligations due and payable immediately without notice to Debtor or any guarantor, and Secured Party may proceed to enforce payment of such Obligations, and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code, Title 13 of the Ohio Revised Code (the "**Ohio UCC**"), as well as other rights and remedies at law or in equity as applicable.

9. **Ohio Law to Apply.** This Agreement shall be construed under and in accordance with the Ohio UCC, and other applicable laws of the State of Ohio.

10. **Legal Construction.** If any provision of this Agreement is held invalid, illegal, or unenforceable in any material respect and for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement is to be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. The section headings used in connection with this Agreement are for reference purposes only and are not to be construed as part of this Agreement.

11. **Entire Agreement; Counterparts.** This Agreement supersedes any prior understanding or written or oral agreement between the Parties regarding the subject matter covered in this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature delivered electronically or by email or facsimile shall constitute an original for all purposes.

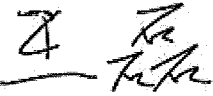
12. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined in this Agreement or any other agreement referenced in this Agreement that are defined in the Ohio UCC, shall have the same meaning as given in the Ohio UCC.

13. **Successors in Interest.** This Agreement is binding on Debtor and on Debtor's successors, heirs and assigns and inures to the benefit of Secured Party and Secured Party's successors, heirs, and assigns. Debtor shall not assign this Agreement without Secured Party's written consent, and any purported assignment without Secured Party's written consent is void.

14. **Notices.** All notices, consents and other communications under this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by fax or email, confirmed by certified mail, properly addressed to the respective parties, and are deemed to have been received on the date of actual receipt of the certified mailing.

[Remainder of Page Intentionally Blank. Signatures Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

DEBTOR: 

MOVEOPLUS LLC

By: Lei Wang

Its: Manager

SECURED PARTY:

KRUSH TECHNOLOGIES, LLC

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

DEBTOR:

MOVEOPLUS LLC

By: _____

Its: _____

SECURED PARTY:

KRUSH TECHNOLOGIES, LLC

By:  _____

Its: CFO _____