

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

EPAS ID: PAT4141658

<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>
AQUABOTIX TECHNOLOGY CORPORATION	11/14/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LONG HILL CAPITAL II, LLC C/O BERGEN ASSET MANAGEMENT LLC
<b>Street Address:</b>	1450 BROADWAY
<b>Internal Address:</b>	36TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D677211
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	1 212 488 2559
<b>Email:</b>	cory.burns@bergenasset.com
<b>Correspondent Name:</b>	LONG HILL CAPITAL II, LLC C/O BERGEN ASSET MGT LLC
<b>Address Line 1:</b>	1450 BROADWAY
<b>Address Line 2:</b>	36TH FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10018
<b>ATTORNEY DOCKET NUMBER:</b>	13280-0112
<b>NAME OF SUBMITTER:</b>	CORY BURNS
<b>SIGNATURE:</b>	/Cory Burns/
<b>DATE SIGNED:</b>	11/14/2016
<b>Total Attachments: 2</b>	
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## SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of November 14, 2016 (the "Agreement"), by and between AQUABOTIX TECHNOLOGY CORPORATION, a Massachusetts corporation ("Grantor") and Long Hill Capital II, LLC, a Delaware limited liability company (the "Lender").

### R E C I T A L S :

WHEREAS, Grantor borrowed \$250,000 from the Lender on November 14, 2016, as evidenced by the senior secured convertible promissory note of even date herewith [MATERIAL REDACTED];

WHEREAS, in addition thereto, Grantor entered into the senior secured convertible note of even date herewith, pursuant to which the Lender agreed to make advances to Grantor up to (but not exceeding) an aggregate amount of \$300,000 [MATERIAL REDACTED]; and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to grant a first priority security interest in all assets of Grantor as collateral security for the payment and performance of all of the Grantor's obligations under the aforesaid notes and a related note purchase agreement (the "Obligations").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following capitalized terms have the meanings set forth below, in addition to the definitions set forth elsewhere in this Agreement:

[MATERIAL REDACTED]

"Intellectual Property" shall mean all intellectual and similar property of every kind and nature now or hereafter owned by or licensed to Grantor, to the full extent of Grantor's rights therein, including inventions, designs, patents, copyrights, trademarks, trade secrets, confidential or proprietary technical and business information, know-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Person" means any individual, corporation, partnership, limited liability company, business trust, joint venture, joint stock company, trust, retirement plan, unincorporated organization or other entity or any Regulatory Authority.

"Regulatory Authority" shall mean any United States or foreign governmental authority, including all agencies, bureaus, commissions, authorities or bodies of the federal government or any state, county, municipal or local government, including any court, judge, justice or magistrate and any self-regulatory authority or agency.

“UCC” means the Uniform Commercial Code of the State of Delaware as the same may be amended, modified, restated or supplemented from time to time.

SECTION 2. Security Interest. As security for the Obligations, Grantor hereby pledges and assigns to the Lender, and creates in favor of the Lender a first-priority senior security interest in and lien on, the Collateral. The “Collateral” means all of the assets of the Grantor of any kind or nature, whether now owned or hereafter acquired, together with all rights and privileges of the Grantor with respect thereto, including, without limitation, the following: (i) all present and continuing right, title and interest of the Grantor to claim, collect and receive any of the moneys, income, revenues, interest, profits and all other amounts payable or receivable relating thereto and all proceeds, income and profits thereof and all property received in addition thereto, in exchange thereof or in substitution therefor; (ii) all "accounts"; (ii) all "documents" covering or relating to any of the Collateral; (iii) all "equipment" and all improvements, accessions or appurtenances thereto (including fixtures); (iv) all "general intangibles"; (v) all "inventory"; (vi) all cash and cash accounts; (vii) all "investment property"; (viii) all "instruments"; (ix) all "commercial tort claims"; (x) all of Grantor's rights under any lease for any of its premises; (xi) all rights in, to and under Intellectual Property; and (xii) all "proceeds" of the foregoing, including consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral. All of the foregoing quoted terms used in this definition of Collateral have the meanings given to such terms in the UCC.

[MATERIAL REDACTED]