

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4255592

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
UNITED SCIENCES, LLC	11/07/2014
3DM SYSTEMS, LLC	11/07/2014
NEAR AUDIO, LLC	11/07/2014
SURGICAL ROBOTICS, LLC	11/07/2014
AEROSCAN, LLC	11/07/2014
TMJ GLOBAL, LLC	11/07/2014
UNITED SCIENCES PAYROLL, INC.	11/07/2014
OTOMETRICS USA, LLC	11/07/2014
RECEIVING PARTY DATA	
Name:	ETHOS OPPORTUNITY FUND I LLC
Street Address:	3745 LENOX ROAD
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13586471
CORRESPONDENCE DATA	
Fax Number:	(404)365-9532
<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:	4042337000
Email:	etillman@mmlaw.com
Correspondent Name:	MORRIS, MANNING & MARTIN, LLP
Address Line 1:	3343 PEACHTREE ROAD NE
Address Line 2:	1600 ATLANTA FINANCIAL CENTER
Address Line 4:	ATLANTA, GEORGIA 30326
ATTORNEY DOCKET NUMBER:	27114-101333
NAME OF SUBMITTER:	R. LEE STRASBURGER, JR.
SIGNATURE:	/R. Lee Strasburger, Jr./

PATENT

DATE SIGNED:

02/02/2017

Total Attachments: 12

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 7, 2014, is executed by UNITED SCIENCES, LLC, a Georgia limited liability company (the "Company"), and each of the undersigned subsidiaries of the Company and each other Person who shall become a party hereto by execution of a joinder agreement (individually and collectively, "Grantor"), in favor of ETHOS OPPORTUNITY FUND I LLC, not in its individual capacity but in its capacity as Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, Secured Parties have required that Grantor enter into that certain Guaranty, Pledge and Security Agreement in favor of Collateral Agent for the benefit of the Secured Parties on or about the date hereof (the "Guaranty and Security Agreement") to secure the obligations of Grantor under that certain Secured Convertible Promissory Note and Membership Interest Purchase Agreement, by and among Company and Ethos-Untied-I LLC, dated as of the date hereof (as amended, restated, modified, supplemented, refinanced, or replaced from time to time, the "Purchase Agreement") and the Secured Convertible Promissory Notes issued pursuant thereto (the "Notes" and such obligations, the "Secured Obligations");

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Purchase Agreement and the Notes, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition have the meanings set forth in the Guaranty and Security Agreement or if not defined in the Guaranty and Security Agreement, have the meanings set forth in the Purchase Agreement.

Section 2 Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges, assigns and transfers to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured

Party pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Authorization to Settlement. If any Grantor obtains rights to any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantors obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors and to refile such amended Agreement with the United States Patent and Trademark Office. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 5 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Patents owned by such Grantor in its own name as of the date hereof.

Section 6 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

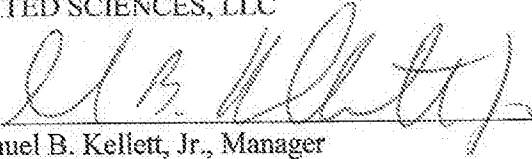
Section 7 Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 8 Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

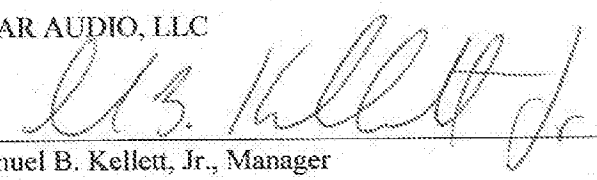
UNITED SCIENCES, LLC

By: 
Samuel B. Kellett, Jr., Manager


3DM SYSTEMS, LLC

By: 
Samuel B. Kellett, Jr., Manager

NEAR AUDIO, LLC

By: 
Samuel B. Kellett, Jr., Manager

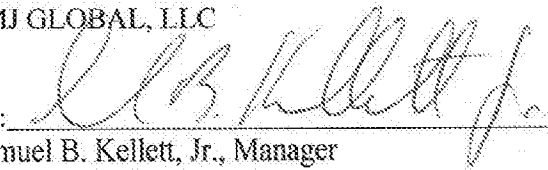
SURGICAL ROBOTICS, LLC

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TMJ GLOBAL, LLC

By: 
Samuel B. Kellett, Jr., Manager

UNITED SCIENCES PAYROLL INC.

By: 
Samuel B. Kellett, Jr., Manager

OTOMETRICS USA, LLC

By:



Samuel B. Kellett, Jr., Manager

Schedule I

Patents

Serial Number	Filing Date	Description
	----- Otoscanner - Provisional Conversion --- -----	
13/417,767	3/12/2012	U.S. conversion of provisional filed March 23, 2011. PCT 11695. Optical Scanning Device 9/24/2013 - Prelim Amend Broadening To Exclude 'Laser'
PCT/US12/29806	3/20/2012	PCT of 11676 - Optical Scanning Device
2012231140	3/20/2012	Australian App from PCT of 11676 - Optical Scanning Device
1120130240652	3/20/2012	Brazilian App from PCT of 11676 - Optical Scanning Device
--	3/20/2012	Canadian App from PCT of 11676 - Optical Scanning Device
201280024217.50	3/20/2012	China App from PCT of 11676 - Optical Scanning Device
12760319.9	3/20/2012	EP App from PCT of 11676 - Optical Scanning Device

2014-501185	3/20/2012	Japan App from PCT of 11676 - Optical Scanning Device
10-2013-7027859	3/20/2012	Korean App from PCT of 11676 - Optical Scanning Device
--	3/20/2012	Hong Kong App from PCT of 11676 - Optical Scanning Device
----- Otoscanner - 'Omnibus' -----		
13/417,649	3/20/2012	U.S. - 'Omnibus,' PCT 12003 Otoscanning With 3D Modeling 3/28/2012 - Prelim Amend Spec - Proximal Fan Proj. 9/24/2013 - Prelim Amend Excluding 'Laser'
13/586,471 Patent No. 8715173	8/15/2012	U.S. cont 11666, PCT 12004 Video Otoscanner With Line-Of-Sight Probe And Screen
13/586,411	8/15/2012	U.S. cont 11666, PCT 12012 Otoscanner With Fan And Ring Laser
13/586,459	8/15/2012	U.S. cont 11666, PCT 12005 Otoscanner With Camera For Video And

		Scanning
13/586,448	8/15/2012	U.S. cont 11666, PCT 12011 Otoscanner With Pressure Sensor For Compliance
13/586,474	8/15/2012	U.S. cont 11666, PCT 12006 Otoscanner With Safety Warning System
	----- Otoscanner - International -----	
PCT/US13/28347	2/28/2013	PCT of 11666
PCT/US13/28364	2/28/2013	PCT of 11800
PCT/US13/28323	2/28/2013	PCT of 11806
PCT/US13/28311	2/28/2013	PCT of 11808
PCT/US13/28299	2/28/2013	PCT of 11807
PCT/US13/28218	2/28/2013	PCT of 11804
	----- Otoscanner - Expansion of September 2013 -----	
14/040,973	9/30/2013	U.S. cont 11666 re Onboard Tracking
14/041,943	9/30/2013	U.S. cont 11666 re Structure From Motion
14/218,206	3/18/2014	U.S. CON of 11666 and 11804 Oto w/Fan & Ring Laser (Place holder application for

		broodening per Biggers)
	----- Otoscanner - Expansion of October 2013 -----	
14/049,542	10/9/2013	U.S. - Tubular Light Guide [1]
14/049,538	10/9/2013	U.S. - Tubular Light Guide [2]
14/049,666	10/9/2013	U.S. - Display For Three-Dimensional Imaging
14/049,530	10/9/2013	U.S. - Fan Light Element
14/049,687	10/9/2013	U.S. - Integrated Tracking With World Modeling
14/049,678	10/9/2013	U.S. - Integrated Tracking With Fiducial-Based Modeling
14/049,504	10/9/2013	U.S. - Integrated Calibration Cradle
14/049,518	10/9/2013	U.S. - Calibration Of 3D Scanning Device
14/150,863	1/9/2014	U.S. - Three-Dimensional Cavity Reconstruction
14/452,619	8/19/2014	U.S. - Guidance of Three-Dimensional Scanning Device

	----- Precision Manufacturing -----	
13/767,017	2/14/2013	U.S. - First Precision Manufacturing Case Optical Measurement of Drilled Holes
61/871,002	8/28/2013	Kilpatrick provisional - Precision Engineering or "Aeroscan" as we call today
14/283,533	5/21/2014	CIP - Optical Systems for Measuring a Drilled Hole in a Structure and Methods Relating Thereto
14/322,473	7/2/2014	CON - Optical Measurement of Drilled Holes
14/094,130	12/2/2013	U.S. Cont 11990 - expand coverage for drilled hole scanning
14/099,482	12/6/2013	U.S. Cont 11990 - expand with 6 more configs of optics
14/321,863	7/2/2014	CON - Illumination for Optical Scan and Measurement
14/099,536	12/6/2013	U.S. Cont 11990 - expand for detecting damaged drills or

		machine tools
14/099,567	12/6/2013	U.S. Cont 11990 - expand for profiling over service life of a manufactured part
PCT/US2014/015128	2/6/2014	PCT from 52105-0030 - Optical Measurement of Drilled Holes
PCT/US2014/015676	2/11/2014	PCT from 52105-0090 - Optical Scanning and Measurement
PCT/US2014/015674	2/11/2014	PCT from 52105-0100 - Illumination for Optical Scan and Measurement
PCT/US2014/015670	2/11/2014	PCT from 52105-0110 - Identification of Damaged Tools
PCT/US2014/015665	2/11/2014	PCT from 52105-0120 - Profiling of Manufactured Part During Its Service Life
	----- Sleep Disorders -----	
14/094,210	12/2/2013	U.S. - Sleep Apnea 1 Administering A Sleep Disorder
14/094,241	12/2/2013	U.S. - Sleep Apnea 2 Sleep Study
14/094,269	12/2/2013	U.S. - Sleep Apnea 3 Sleep Disorder

		Appliance Compliance
	----- Bionic Ear -----	
14/109,555	12/2/2013	U.S. - Identity Confirmation Using Wearable Computerized Earpieces - 1 of 3
14/109,583	12/17/2013	U.S. - Identity Confirmation Using Wearable Computerized Earpieces - 2 of 3
14/109,757	12/17/2013	U.S. - Identity Confirmation Using Wearable Computerized Earpieces - 3 of 3
14/109,799	12/17/2013	U.S. - Custom Ear Monitor
14/109,796	12/17/2013	U.S. - In-Ear Wearable Computer
	----- Temporomandibular Joint -----	
13/958,171	8/2/2013	U.S. - In-Ear Proprioceptive for Relieving Temporomandibular...
13/958,198	8/2/2013	U.S. - Custom Device Relieving TMJ-Related Symptoms
13/958,227	8/2/2013	U.S. - In-Ear Orthotic For Relieving TMJ-

		Related Symptoms
13/958,245	8/2/2013	U.S. - Reducing One or More Symptoms of TMJ Disorder [1]
13/958,258	8/2/2013	U.S. - In-Ear Device With at Least One Sensor
13/958,282	8/2/2013	U.S. - Reducing One or More Symptoms of TMJ Disorder [2]