

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GRADIENT DYNAMICS, LLC	01/17/2017
RECEIVING PARTY DATA		
Name:	MCLEAN CAPITAL, LLC	
Street Address:	604 BOYLE LANE	
City:	MCLEAN	
State/Country:	VIRGINIA	
Postal Code:	22102	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9306527	
Application Number:	14738775	
Application Number:	15052817	
PCT Number:	US2016034485	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	TDinh@mofo.com	
Correspondent Name:	MORRISON & FOERSTER LLP	
Address Line 1:	425 MARKET STREET	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105	
ATTORNEY DOCKET NUMBER:	77578-1	
NAME OF SUBMITTER:	TUAN DINH	
SIGNATURE:	/Tuan Dinh/	
DATE SIGNED:	01/19/2017	
Total Attachments: 5		
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source=Patent Security Agreement#page4.tif		

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 17, 2017 (this “*Patent Security Agreement*”), is made by and between GRADIENT DYNAMICS, LLC, a Delaware limited liability company (the “*Grantor*”), and MCLEAN CAPITAL, LLC, a Virginia limited liability company (the “*Noteholder*”).

W I T N E S S E T H:

WHEREAS, the Grantor, having an address at 604 Boyle Lane, McLean, VA 22102, USA, owns or has an ownership interest in, the patents and patent applications more particularly described on **Schedule 1** annexed hereto as part hereof (the “*Patents*”);

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of December 29, 2016 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”, the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Noteholder; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Noteholder a security interest in all right, title and interest of the Grantor in and to the Patents, together with all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, reexaminations, divisions, continuations, continuations-in-part, term restorations or extensions thereof, all Patent licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof for the full term of the Patents, to secure the prompt payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Noteholder of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

Section 1. Grant of Security Interest in Patents. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants to the Noteholder a security interest in all of the Grantor’s right, title and interest in, to and under the following, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the “*Patent Collateral*”): all United States and foreign patents and certificates of invention, or similar industrial property rights, including, but not limited to each patent referred to in **Schedule 1** hereto (as such schedule may be amended or supplemented from time to time), and with respect to any and all of the foregoing, (i) all applications therefor including the patent applications referred to in **Schedule 1** hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue

for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all proceeds, payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof.

Section 2. **Security Agreement.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Noteholder pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder with respect to the security interest in the Patent Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume responsibility for the prosecution, maintenance, defense, enforcement or any other necessary or desirable actions in the Grantor's reasonable business judgment in connection with the Patents subject to a security interest hereunder.

Section 4. **GOVERNING LAW.** THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTOR AND THE NOTEHOLDER HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 5. **Signature.** Delivery of a signature page of this Patent Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

GRADIENT DYNAMICS, LLC

By: 

Name: Dendy Young

Title: Chairman

MCLEAN CAPITAL, LLC

By: 

Name: Andrea Young

Title: Partner

Address for Notices:

McLean Capital, LLC

604 Boyle Lane, McLean, VA 22102

Attn: Andrea Young

Telephone: 301-580-9119

E-mail: dreayoung@gmail.com

**Schedule 1
to Patent Security Agreement**

PATENTS

Issued Patents of the Grantor

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
United States	9,306,527	April 5, 2016	Lee M. Hively	SYSTEMS, APPARATUSES, AND METHODS FOR GENERATING AND/OR UTILIZING SCALAR-LONGITUDINAL WAVES

Pending Patent Applications of the Grantor

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	14/738,775	June 12, 2015	Lee M. Hively	SYSTEMS, APPARATUSES, AND METHODS FOR GENERATING AND/OR UTILIZING SCALAR-LONGITUDINAL WAVES
United States	15/052,817	February 24, 2016	Lee M. Hively	SYSTEMS, APPARATUSES, AND METHODS FOR GENERATING AND/OR UTILIZING SCALAR-LONGITUDINAL WAVES
PCT Contracting States (151 as of December 30, 2016)	PCT/US201 6/034,485	May 26, 2016	Lee M. Hively	SYSTEMS, APPARATUSES, AND METHODS FOR GENERATING AND/OR UTILIZING SCALAR-LONGITUDINAL WAVES