

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4329429

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SANDEL AVIONICS, INC.	03/17/2017
RECEIVING PARTY DATA		
Name:	FOUR FUTURES INVESTMENTS, LLC	
Street Address:	212 VANCE STREET	
City:	PACIFIC PALISADES	
State/Country:	CALIFORNIA	
Postal Code:	90272	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	8111920	
Patent Number:	7057549	
Patent Number:	6489916	
Patent Number:	6683556	
Patent Number:	6591170	
Patent Number:	6889124	
Patent Number:	6999023	
Patent Number:	8527117	
Application Number:	13366926	
Application Number:	13083115	
Application Number:	13746003	
Application Number:	13668995	
Application Number:	14013174	
CORRESPONDENCE DATA		
Fax Number:	(503)224-0155	
<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:	503.224.5858	
Email:	patent@millernash.com	
Correspondent Name:	MILLER NASH GRAHAM & DUNN LLP	
Address Line 1:	111 S.W. FIFTH AVENUE	

PATENT

Address Line 2:	3400 U.S. BANCORP TOWER
Address Line 4:	PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	207180-0005
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NAME OF SUBMITTER:	ERICH W. MERRILL, JR.
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SIGNATURE:	/Erich W. Merrill, Jr./
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DATE SIGNED:	03/21/2017
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("**Patent Security Agreement**"), dated as of March 17, 2017, is made by the parties listed on the signature pages hereof (individually or collectively, the "**Grantors**") in favor of Four Futures Investments, LLC (the "**Collateral Agent**" or "**Four Futures**"), a Florida limited liability company, located at 212 Vance St., Pacific Palisades, CA, 90272, as collateral agent for the secured parties under the FFI Securities Purchase Agreement referred to below (the "**Secured Parties**").

WHEREAS, Sandel Avionics, Inc. has entered into a FFI Securities Purchase Agreement dated as of March 17, 2017 (the "**FFI Securities Purchase Agreement**"), with Four Futures.

WHEREAS, each Grantor has executed and delivered to the Collateral Agent that certain Security Agreement dated as of March 17, 2017, made by and among the Grantors and the Collateral Agent (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. **Grant of Security.** Each Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Collateral Agent.

3. Investment Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Patent Collateral are as provided by the FFI Securities Purchase Agreement, the Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies. The following sections of the FFI Securities Purchase Agreement are hereby incorporated herein, *mutatis mutandis*, as if a part hereof: Sections 12.2 (Entire Agreement), 12.4 (Severability), 12.8 (Counterparts), 12.9 (Governing Law), 12.16 (Submission to Arbitration), 12.17 (WAIVER OF TRIAL BY JURY), 12.18 (Consent to Forum), and 12.19 (Judicial Reference).

4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SANDEL AVIONICS, INC.

By:  _____

Name: Gerald Block
Title: President
Address for Notices:
2401 Dogwood Way
Vista, CA 92081
Attention: Gerald J. Block

AGREED TO AND ACCEPTED:

**FOUR FUTURES INVESTMENTS,
LLC,**

as Collateral Agent

By: _____

Name: Murray Lappe, M.D.
Title: Manager
Address for Notices:
212 Vance St.
Pacific Palisades, CA 90272
Attention: Murray Lappe, M.D.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SANDEL AVIONICS, INC.

By: _____

Name:

Title:

Address for Notices:

2401 Dogwood Way

Vista, CA 92081

Attention: Gerald J. Block

AGREED TO AND ACCEPTED:

**FOUR FUTURES INVESTMENTS,
LLC,**

as Collateral Agent

By:  _____

Name: Murray Lappe, M.D.

Title: Manager

Address for Notices:

212 Vance St.

Pacific Palisades, CA 90272

Attention: Murray Lappe, M.D.

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

Issued U.S. Patents

<u>Patent Number</u>	<u>Title</u>	<u>Assignee</u>	<u>Priority Date</u>
US 8,111,920	Closed-loop Integrity Monitor	Sandel Avionics, Inc.	10/16/2006
US 7,057,549	Method and Apparatus for Predictive Altitude Display	Sandel Avionics, Inc.	10/11/2001
US 6,489,916	Method and Apparatus for Predictive Altitude Display	Sandel Avionics, Inc.	10/10/2000
US 6,683,556	Method and Apparatus for Predictive Altitude Display	Sandel Avionics, Inc.	10/10/2001
US 6,591,170	Method and Apparatus for Reducing False TAWS Warnings and Navigating Landing Approaches	Sandel Avionics, Inc.	10/10/2000
US 6,889,124	Method and Apparatus for Reducing False TAWS Warnings and Navigating Landing Approaches	Sandel Avionics, Inc.	10/11/2001
US 6,999,023	Method and Apparatus for Predictive Altitude Display	Sandel Avionics, Inc.	10/11/2001
US 8,527,117	Aircraft Hover System and Method	Sandel Avionics, Inc.	07/02/2010

Pending U.S. Patent Applications

<u>Application Number</u>	<u>Title</u>	<u>Filing Date</u>
13/366,926 (Continuation-in-Part)	Integrity Monitoring	Feb. 6, 2012
13/083,115	Method and Apparatus for Entry of Landing Zone Information for Suppression of TAWS Warnings and Alerts	Apr. 8, 2011
13/746,003	New Ideas re Pressure Altitude Determination and Smoothing	January 21, 2013
13/668,995	Terrain Awareness System With Obstruction Alerts	November 5, 2012
14/013,174 (Continuation)	Aircraft Hover System and Method	August 29, 2013