

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4410415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
POGOTEC, INC.	04/24/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	JOHN H. MCDUGALL
<b>Street Address:</b>	1230 S. MISSOURI AVE., APT. 715
<b>City:</b>	CLEARWATER
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33756

**PROPERTY NUMBERS Total: 50**

Property Type	Number
Application Number:	14816995
PCT Number:	US2015043490
Application Number:	14832723
Application Number:	14969455
PCT Number:	US2015065815
Application Number:	14757753
PCT Number:	US2015000205
Application Number:	15423315
Application Number:	14983300
PCT Number:	US2015067921
Application Number:	29556571
Application Number:	29588270
Application Number:	15061869
PCT Number:	US2016021038
Application Number:	15179018
PCT Number:	US2016036940
Application Number:	15183368
PCT Number:	US2016037635
Application Number:	15337796
PCT Number:	US2016059395

PATENT

Property Type	Number
Application Number:	62329682
Application Number:	62311233
Application Number:	62352395
Application Number:	62363642
Application Number:	62366909
Application Number:	62369337
Application Number:	62370520
Application Number:	62372422
Application Number:	62395016
Application Number:	62396405
Application Number:	62397009
Application Number:	62403493
Application Number:	62406087
Application Number:	62411453
Application Number:	62418093
Application Number:	62419313
Application Number:	62421177
Application Number:	62430730
Application Number:	62434884
Application Number:	62436932
Application Number:	62439764
Application Number:	62439827
Application Number:	62442302
Application Number:	62447404
Application Number:	62458181
Application Number:	62462591
Application Number:	62461977
Application Number:	62464075
Application Number:	62465131
Application Number:	62469314

**CORRESPONDENCE DATA**

**Fax Number:** (303)629-3450

*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.*

**Phone:** 303-629-3400

**Email:** burtner.jody@dorsey.com

**Correspondent Name:** DORSEY & WHITNEY LLP

**Address Line 1:** 1400 WEWATTA STREET, SUITE 400

**Address Line 2:** IP DEPARTMENT

**PATENT**

**REEL: 042448 FRAME: 0633**

<b>Address Line 4:</b>	DENVER, COLORADO 80202-5549
<b>ATTORNEY DOCKET NUMBER:</b>	498528.1
<b>NAME OF SUBMITTER:</b>	JODY L. BURTNER, SENIOR PARALEGAL
<b>SIGNATURE:</b>	/Jody L. Burtner/
<b>DATE SIGNED:</b>	05/11/2017
<b>Total Attachments: 10</b> source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page1.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page2.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page3.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page4.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page5.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page6.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page7.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page8.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page9.tif source=PogoTec McDougall IP Security Agrmt TM 4.24.2017#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 24, 2017 by and among **John H. McDougall**, an individual ("McDougall"), and **PogoTec, Inc.**, a Delaware corporation ("*Grantor*").

### RECITALS

A. McDougall has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loan*") in the amount and manner set forth in that certain Secured Negotiable Promissory Note by and between McDougall and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement. McDougall is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to McDougall a security interest in certain of Grantor's right, title, and interest in, to and under all of the Collateral as defined in that certain Security Agreement dated as of April 24, 2017 by and among Grantor and McDougall (the "*Security Agreement*") including certain Patents, Trademarks, Copyrights, Trade Secrets, Intellectual Property Licenses, and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs as defined in such Security Agreement to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and the Security Agreement, Grantor has granted to McDougall a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral as defined therein.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and McDougall, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure performance of its obligations under the Loan Agreement, the Security Agreement, and under any other agreement now existing or hereafter arising between Grantor and McDougall, Grantor grants and pledges to McDougall a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to McDougall under the Loan Agreement. The rights and remedies of McDougall with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the Security Agreement, and those which are now or hereafter available to McDougall as a matter of law or equity. Each right, power and remedy of McDougall provided for herein or in the Loan Agreement, Security Agreement or any other related document, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by McDougall of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement, or any other related document, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including McDougall, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

POGOTEC, INC.

4502 Starkey Road, Suite 109  
Roanoke, Virginia 24018

DocuSigned by:  
*Diane Munn*  
By: \_\_\_\_\_  
74FB65F7FDC049F...  
Diane J. Munn  
Chief Financial Officer

**MCDUGALL:**

Address of McDougall:

1230 S. Missouri Ave., Apt. 715  
Clearwater, Florida 33756

DocuSigned by:  
*J H McDougall*  
By: \_\_\_\_\_  
747663A2B58G479...  
John H. McDougall

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None

**EXHIBIT B**

**Patents**

<b>Title</b>	<b>Patent / Application Number</b>	<b>US Serial Number</b>
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See Attached

**PogoTec, Inc.**  
**Intellectual Property Listing**  
**Exhibit B**

WEARABLE CAMERA SYSTEMS AND APPARATUS AND METHOD FOR ATTACHING CAMERA SYSTEMS OR OTHER ELECTRONIC DEVICES TO WEARABLE ARTICLES ("TRACK")				
P254848.US.01 498528-00004 U.S. Non Provisional	14/816,995 3-Aug-15		US 2016-0033792 A1 4-Feb-16	
P254848.WO.01 498528-7 PCT	PCT/US2015/043490 3-Aug-15		WO 2016/022499 11-Feb-16	National Stage due February 3, 2017
P254848.TW.01 498528-6 TW	104125151 3-Aug-15			Allowable subject matter
P254848.WO-AU.01 AU P254848.WO-BR.01 BR P254848.WO-CA.01 CA P254848.WO-CN.01 CN P254848.WO-EP.01 EPO P254848.WO-IN.01 IN P254848.WO-IL.01 IL P254848.WO-JP.01 JP P254848.WO-KR.01 KR P254848.WO-RU.01 RU	2015301277 3-Aug-15  3-Aug-15  3-Aug-15  3-Aug-15 No. 158 292 71.4 3-Aug-15  3-Aug-15  3-Aug-15  3-Aug-15  3-Aug-15  3-Aug-15			

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P254848.WO-SG.01	11201700790X			
SG	3-Aug-15			
P254848.WO-TH.01	170100059			
TH	3-Aug-15			
WEARABLE CAMERA SYSTEMS AND APPARATUS FOR ALIGNING AN EYEWEAR CAMERA				
P255131.US.01	14/832,723		US 2016-0037025 A1	Notice of allowance 3/27/2017
498528-5	21-Aug-15		4-Feb-16	
U.S. Non Provisional	CIP			
WIRELESS POWER BASE UNIT AND A SYSTEM AND METHOD FOR WIRELESSLY CHARGING DISTANCE SEPARATED ELECTRONIC DEVICES ("WIRELESS POWER")				
P256372.US.01	14/969,455		US 2016-0172870 A1	
498528-8	15-Dec-15		16-Jun-16	
U.S. Non Provisional				
P256372.WO.01	PCT/US2015/065815		WO 2016/100339	Pending -- 30 Month National Stage due June 15, 2017
498528-9	15-Dec-15		23-Jun-16	
PCT				
P256372.TW.01	104142161			
498528-10	15-Dec-15			
Wireless camera systems and methods ("Camera")				
P257819.US.01	14/757,753		US 2016-0182826 A1	Notice of allowance 3/27/2017
498528-11	23-Dec-15		23-Jun-16	
U.S. Non Provisional				
P257819.WO.01	PCT/US2015/000205		WO 2016/105480	Pending -- 30 Month National Stage due June 23, 2017
498528-14	23-Dec-15		60-Jun-16	
PCT				
P257819.TW.01	104143454			
498528-13	23-Dec-15			
P257819.US.02	15/423,315			
US Continuation	28-Feb-17			

CONFIDENTIAL

POLICE AND SECURITY CAMERA SYSTEM UTILIZING WIRELESS ENERGY TRANSFER ("police & security")				
P257825.US.01 498528-12 U.S. Non Provisional	14/983,300 29-Dec-15		US 2016-0190859 A1 30-Jun-16	
P257825.WO.01 498528-15 PCT	PCT/US2015/067921 29-Dec-15		WO 2016/109577 A1 7-7-16	30 month national stage due June 29, 2017
Eyewear Temple ("Design-Track")				
P258629.US.01 498528-20 U.S. Non Provisional (Design)	29/556,571 1-Mar-16			Pending -- awaiting first Office Action Foreign filing deadline September 1, 2016
U.S. Non Provisional (Design)	29/588,270	12/19/16		Foreign filings June 1, 2017
P258629-AU01 Design	AU 201614765	8/30/2016		Issued
P258629-AU02 Design	AU 201614816	8/31/2016		Issued
P258629-AU03 Design	AU 201616201	8/31/2016		Issued
P258629-AU04 Design	AU 201616202	8/31/2016		Issued
P258629-AU05 Design	AU 201616203	8/31/16		Issued
498528-29 BR Design	BR 30 2016 003809 0	8/31/2016		Issued
P258629.CA.01	CA No. 170165	8/30/2016		Issued
P258629-CN01 Design	CN No. 201630455093.7	8/31/16		Issued
P258629-EP01 Design	EPO 003360981	9/1/2016		Issued
P258629-JP01 Design	JP 2016-018757	8/31/2016		Issued
WIRELESS POWER BASE UNIT AND A SYSTEM AND METHOD FOR BODY-WORN REPEATER CHARGING OF WEARABLE ELECTRONIC DEVICES ("repeater")				
P258426.US.01 498528-16 U.S. Non Provisional	15/061,869 4-Mar-16		US 2016/0261147 8-Sept-16	
P258426.WO.01 498528-21	PCT/US2016/021038 4-Mar-16		WO2016/141349 9-Sept-16	Pending 30 Month National Stage due September 4, 2017

CONFIDENTIAL

EYEWEAR WITH MAGNETIC TRACK FOR ELECTRONIC WEARABLE DEVICES				
P258428.US.01 498528-17 U.S. Non Provisional	15/179,018 10-Jun-16		US 2016/0363787 15-Dec-16	
P258428.WO.01 498528-17 PCT	PCT/US2016/036940 10-Jun-16		WO 2016/201261 12/12/16	30 Month National State due December 10, 2018
P258428.TW.01 498528-17 Taiwan	105118484 10-June-16			
WIRELESS POWERS SYSTEMS AND METHODS FOR CHARGING WEARABLE ELECTRONIC DEVICES (NEW WIRELESS POWER FILING)				
P259140.US.01 498528-22 U.S. Non Provisional	15/183,368 15-Jun-16		US 2016/0294225 6-Oct-16	
P259140.WO.01 PCT	PCT/US2016/037635 15-Jun-16			
P259140.TW.01	105118855 15-Jun-16			
HEARING AID ADAPTED FOR WIRELESS POWER RECEPTION				
P258429.US.01 498528-18 U.S. Non Provisional	US 15/337,796 28-Oct-16			
P258429.WO.01 PCT	PCT US16/59395 28-Oct-16			
P258429.TW.01	Taiwanese Application No.: 105135181			

CONFIDENTIAL

62/329,682  
62/311,233  
62/352,395  
62/363,642  
62/366,909  
62/369,337  
62/370,520  
62/372,422  
62/395,016  
62/396,405  
62/397,009  
62/403,493  
62/406,087  
62/411,453  
62/418,093  
62/419,313  
62/421,177  
62/430,730  
62/434,884  
62/436,932  
62/439,764  
62/439,827  
62/442,302  
62/447,404  
62/458,181  
62/462,591  
62/463,977  
62/464,075  
62/465,131  
62/469,314

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**EXHIBIT C**

**Trademarks**

<u>Trademark</u>	<u>US Serial Number</u>	<u>Filing Date</u>
ON-TRACK	86/701,116 (1b)	July 22, 2015
POGO	87/208,383 (1b)	October 19, 2016
POGO-POWER	86/701,340 (1b)	July 22, 2015
POGOTEC	86/701,348	July 22, 2015
POGOCAM	87/208,197 (1b)	October 19, 2016
POGO-PLACE	87/031,806	May 10, 2016
POGOTEC POGO-CAM	86/838,724 (1b)	December 3, 2105
POGO-TRACK	87/031,800 (1b)	May 10, 2016
BE IN THE MOMENT	87/208,210 (1b)	October 19, 2016