

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4439965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
GIANT GRAY, INC.	09/08/2016

RECEIVING PARTY DATA

Name:	JAMES DESHIELDS
Street Address:	6746 CHAPEL CROSSING
City:	ZIONSVILLE
State/Country:	INDIANA
Postal Code:	46077

PROPERTY NUMBERS Total: 51

Property Type	Number
Patent Number:	9104918
Patent Number:	9111148
Patent Number:	9111353
Patent Number:	9113143
Patent Number:	9208675
Patent Number:	9232140
Patent Number:	9317908
Patent Number:	9349054
Patent Number:	9349275
Patent Number:	9373055
Patent Number:	9412027
Patent Number:	9460522
Patent Number:	9471844
Patent Number:	9507768
Patent Number:	9633275
Patent Number:	9639521
Application Number:	62318964
Application Number:	62318977
Application Number:	62318999
Application Number:	62319068

PATENT

Property Type	Number
Application Number:	62319170
Application Number:	12543223
Application Number:	13839587
Application Number:	13930190
Application Number:	13931058
Application Number:	14569034
Application Number:	14569104
Application Number:	14569161
Application Number:	14863267
Application Number:	14863295
Application Number:	14863311
Application Number:	14863344
Application Number:	14952090
Application Number:	14988475
Application Number:	15090346
Application Number:	15090366
Application Number:	15090795
Application Number:	15090862
Application Number:	15090874
Application Number:	15091209
Application Number:	15132670
Application Number:	15135382
Application Number:	15135404
Application Number:	15163461
Application Number:	15461139
PCT Number:	US2013032075
PCT Number:	US2015058025
PCT Number:	US2015058071
PCT Number:	US2015064931
PCT Number:	US2015064943
PCT Number:	US2015064954

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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: 214-651-5000

Email: amber.rodgers@haynesboone.com

Correspondent Name: HAYNES AND BOONE, LLP IP SECTION

Address Line 1: 2323 VICTORY AVENUE

PATENT

Address Line 2: SUITE 700
Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER: 56103.2_JAMES DESHIELDS

NAME OF SUBMITTER: AMBER RODGERS

SIGNATURE: /amber rodgers/

DATE SIGNED: 06/01/2017

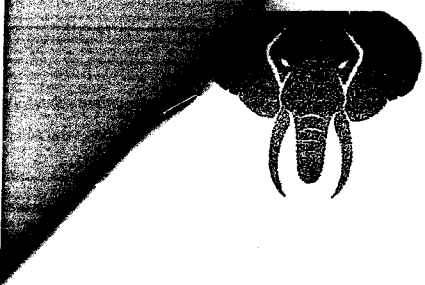
Total Attachments: 4

source=56103-2_Note_JamesDeShields#page1.tif

source=56103-2_Note_JamesDeShields#page2.tif

source=56103-2_Note_JamesDeShields#page3.tif

source=56103-2_Note_JamesDeShields#page4.tif



GIANT GRAY

40

September 8, 2016

Re: Change in Deferred Note Repayment Terms

Dear JAMES DeSHIELDS, Note Holder of Giant Gray, Inc.:

You currently hold the following Promissory Note(s) in Giant Gray, Inc., formerly Behavioral Recognition Systems, Inc. (the "Company" and the "Note(s)"):

Original Issuance Date of Note	Original Principal Amount of Note
9/2/2014	\$60,000.00
Interest Accrued Through August 31, 2016	\$3,000.00
Total Due Currently*	\$63,000.00

* Plus late fees per Agreement.

Pursuant to this letter, the Company is requesting that you (the "Noteholder" or "you") and each other holder of similar promissory notes and certain other notes outstanding in the Company (collectively, the "Other Notes") issued by the Company agree to certain changes in the repayment terms and security interest associated with the Note(s) as described in greater detail below and by countersigning this letter below, you confirm that you agree to such changes and the other terms and conditions set forth herein. As used herein, the term "Acknowledging Noteholders" means all of those noteholders holding Other Notes who have agreed to, or who agree in the future to, the terms of a letter agreement with substantially similar terms as this one and the term "Acknowledging Noteholders Notes" means all of the promissory notes held by the Acknowledging Noteholders which are subject to, or which become subject to, a letter agreement with substantially similar terms as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is confirmed and acknowledged, you hereby agree that:

- (a) From September 1, 2016 (the "Effective Date") until the earlier of (i) March 31, 2017; and (ii) the date that the Company raises at least \$10,000,000.00 through the sale of assets (the "Assets" and the "Sale Date") (such applicable period, the "Deferral Period" and such earlier date, the "Deferral End Date"), interest accrued on the Note(s) during such Deferral Period shall be added to the principal amount of the Note(s) and due at maturity, and any principal and interest payments which would have been due on such Note(s) shall be deferred through the Deferral Period (provided such unpaid amounts shall remain as principal due under the Notes(s)) (collectively, the "Deferral"); provided that the Company will use commercially reasonable good faith efforts to commence monthly interest payments on the Notes(s) if the Company, in the reasonable determination of the Board of Directors, has determined the Company has sufficient available cash on hand and cash flow to make these payments, before the end of the Deferral Period,

- by paying the oldest outstanding balances first, based on the original due dates of the Note(s) and Other Notes.
- (b) Any default interest (late fees) which is already accrued pursuant to the terms of the Note(s) shall be calculated and added to the principal amount of the Note(s) (as shown above) and due at maturity (as discussed below) (the "Default Waiver"). During the Deferral Period, the Note(s) shall only accrued interest at their stated interest rate. However, default interest will commence in accordance with the original terms of the Note(s) on any unpaid principal balance remaining unpaid within ten (10) business days of the end of the Deferral Period.
 - (c) Notwithstanding the above, all interest and principal payments deferred during the Deferral Period, shall be due within ten business days of the Sale Date, and effective at the end of the first full month following the Sale Date, the Company shall begin paying the Notes(s) pursuant to their original stated terms. If proceeds from the sale of the Assets are insufficient to pay all principal and interest still outstanding and owed to the Acknowledging Noteholders, payments equal to the proceeds will be made pro rata to all Acknowledging Noteholders.
 - (d) The maturity date of the Note(s) shall be extended until the Deferral End Date, provided the Company shall have ten (10) business days to repay such Note(s) following the Deferral End Date (the "Maturity Extension").
 - (e) The Company may prepay all or any portion of the Acknowledging Noteholders Notes from time to time, at any time, given that these prepayments are made pro rata between all Acknowledging Noteholders prioritized by the original maturity date of the Other Notes outstanding.

The undersigned hereby consents and agrees that the terms and conditions hereof shall not give rise to a breach or an event of default under the Notes(s), or otherwise trigger any right to acceleration of or prepayment under the Notes(s).

As consideration for agreeing to the terms and conditions set forth herein, the Acknowledging Noteholders shall jointly hold a subordinated security interest in the Company's assets in order to secure amounts owed under the Notes, which shall not be documented by the filing of any financing statement, and which shall be enforceable only with the approval of Acknowledging Noteholders holding a majority of the principal amount of the Acknowledging Noteholders Notes, and only upon default by the Company of the terms and provisions of the letter agreement (the "Agreement").

As additional consideration for agreeing to the Deferral, Default Waiver and Maturity Extension, and subject to you representing among other things, your status as an 'accredited investor' in order that the Company can confirm an exemption from registration for the grant of such securities (the "Representations"), prior to such grant, the Company agrees to grant you, subject to the preceding, upon your acceptance of the terms of this Agreement, warrants to purchase that number of shares of common stock of the Company as equals 50% of the aggregate amount of the lower of 50% of (a) the current principal amount of the Note(s); and (b) the original principal amount of the Note(s) when issued to you by the Company (as applicable, the "Principal Amount"), with an exercise price of \$1.00 per share and a term of five years. For example, if the total Principal Amount totals \$10,000, then the Company will grant you warrants to purchase 5,000

shares at \$1.00 per share and a term of five years, subject to you confirming the Representations, which shall be deemed granted, and shall be memorialized by a common stock purchase warrant, subsequent to your acknowledgement of the Representations. The preceding paragraph and the terms of this Agreement do not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings between the parties, whether written, oral or otherwise. When executed by the Noteholder below, this Agreement constitutes an amendment to the Note(s) and shall be read in connection therewith.

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the parties and their successors and assigns.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

Regards,



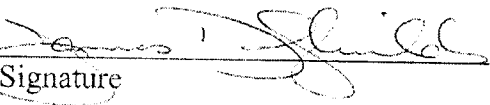
Steve Sulgrove
CEO & President
Giant Gray, Inc.

[Signature of Noteholder follows.]

40

Consented and Agreed to:

Noteholder (on the undersigned behalf and for all Note(s)):


Signature

Second Signature (if held jointly)

James DESHIELDS
Printed Name

Title (if applicable)

Entity Name (if applicable)

9/24/16
Date