

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4655967

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|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ALTERG, INC. | 10/24/2017 |
| RECEIVING PARTY DATA | |
| Name: | FWCU CAPITAL CORP |
| Street Address: | 6470 - 201 STREET |
| Internal Address: | LANGLEY |
| City: | B.C. |
| State/Country: | CANADA |
| Postal Code: | V2Y 2X4 |
| PROPERTY NUMBERS Total: 37 | |
| Property Type | Number |
| Patent Number: | 7591795 |
| Patent Number: | 8840572 |
| Application Number: | 15046358 |
| Application Number: | 15143351 |
| Patent Number: | 8464716 |
| Patent Number: | 9642764 |
| Application Number: | 15588549 |
| Application Number: | 13423124 |
| Application Number: | 14769111 |
| Application Number: | 14769113 |
| Application Number: | 14769114 |
| Application Number: | 14769115 |
| Application Number: | 14769116 |
| Application Number: | 14769118 |
| Application Number: | 15319629 |
| Application Number: | 14852401 |
| Application Number: | 13912122 |
| Patent Number: | 8052629 |
| Patent Number: | 8771210 |

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 6966882 |
| Patent Number: | 8679040 |
| Application Number: | 14225186 |
| Patent Number: | 7537573 |
| Patent Number: | 7521836 |
| Patent Number: | 7365463 |
| Patent Number: | 7648436 |
| Patent Number: | 7811189 |
| Patent Number: | 8353854 |
| Application Number: | 15273525 |
| Application Number: | 15588368 |
| Patent Number: | 9474673 |
| Patent Number: | 8058823 |
| Patent Number: | 8274244 |
| Patent Number: | 8639455 |
| Patent Number: | 9131873 |
| Application Number: | 14932796 |
| Application Number: | 14769119 |

CORRESPONDENCE DATA

Fax Number: (208)343-3232

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: 208-387-7562

Email: sarnold@perkinscoie.com

Correspondent Name: PERKINS COIE LLP / SARAH ARNOLD

Address Line 1: P.O. BOX 1247

Address Line 4: SEATTLE, WASHINGTON 98111-1247

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 127469-0001 |
| NAME OF SUBMITTER: | SARAH ARNOLD |
| SIGNATURE: | /sarah arnold/ |
| DATE SIGNED: | 10/24/2017 |

Total Attachments: 14

source=FWCU_AlterG - IP Security Agreement (executed)#page1.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of October 24, 2017, is made by **ALTERG, INC.**, a Delaware corporation ("Grantor"), with an address at 48368 Milmont Drive, Fremont, California 94538, in favor of **FWCU CAPITAL CORP.**, a corporation under the Business Corporation Act of British Columbia (BC0941845) and a subsidiary of **FIRST WEST CREDIT UNION** (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of even date herewith (the "Loan Agreement"), between Grantor and the Lender, the Lender is making the Loan to the Grantor upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantor is party to a Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which Grantor has granted to the Lender security interests in and Liens on substantially all of Grantor's assets, including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered patents, trademarks and copyrights and all of Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Agreement.

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of the Lender's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Security Agreement or any Loan Documents, to secure the prompt payment and performance of all Obligations to the Lender, Grantor hereby collaterally assigns, pledges and grants to the Lender a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) 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; which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations (other than inchoate indemnity obligations) are paid in full.

Notwithstanding anything in this Agreement, the security interest granted pursuant to this Section 1 of this Agreement shall not extend to any Excluded Assets.

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are 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.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes the Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions (unless in

Grantor's reasonable business judgment such action would be unsuccessful, impracticable, or otherwise unwarranted) in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby agrees to make a good faith effort to, upon the acquisition by Grantor of any Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to the Lender in accordance with this paragraph) after the date this Agreement, deliver to the Lender at the time of delivery of the financial statements pursuant to Section 10.4(b) of the Loan Agreement, a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to the Lender to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes the Lender to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Registered Intellectual Property but Grantor fails for whatever reason to deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes the Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to the Lender that Schedule 1 sets forth a full, complete and correct list of all United States Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Security Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, the Lender, in addition to all other rights, options, and remedies granted to the Lender under the Security Agreement or any other Loan Document, or otherwise available to the Lender at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the UCC.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to the Lender under the Security Agreement or any other Loan Document, Grantor hereby authorizes the Lender, its successors and assigns, and any officer, employee, attorney or the Lender thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to

execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which the Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which the Lender may deem necessary or desirable in order for the Lender to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by the Lender, its successors and assigns, and any officer, employee, attorney or the Lender thereof under this power of attorney. Grantor hereby unconditionally ratifies all actions that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with applicable law, the terms hereof and of the Security Agreement and any other Loan Document. This power of attorney is coupled with an interest and is and shall be irrevocable until such time that this Agreement is terminated.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and the Lender, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ALTERG, INC., by its authorized signatory(ies):

Per: 

Name: Kevin Davidge

Title: Chief Financial Officer

I have the authority to bind the corporation

ACCEPTED AND AGREED
as of the date first above written:

FWCU CAPITAL CORP.,
as the Lender

Per: _____

Sarah Lloyd, Director of Operations

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ALTERG, INC., by its authorized signatory(ies):

Per: _____
Name: Kevin Davidge
Title: Chief Financial Officer
I have the authority to bind the corporation

ACCEPTED AND AGREED
as of the date first above written:

FWCU CAPITAL CORP.,
as the Lender

Per:  _____
Sarah Lloyd, Director of Operations

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 043939 FRAME: 0824

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

(A) Copyrights

None.

(B) Patents

| Status | Jurisdiction | Title | Application No. | App. Date | Patent No. | Pub./Issue Date |
|---------------|---------------------|--|------------------------|------------------|-------------------|------------------------|
| Issued | United States | System, Method And Apparatus For Applying Air Pressure On A Portion Of The Body Of An Individual | 11/236,952 | 9/28/2005 | 7,591,795 | 9/22/2009 |
| Issued | United States | System, Method And Apparatus For Applying Air Pressure On A Portion Of The Body Of An Individual | 12/236,465 | 9/23/2008 | 8,840,572 | 9/23/2014 |
| Published | United States | System, Method And Apparatus For Applying Air Pressure On A Portion Of The Body Of An Individual | 15/046,358 | 2/17/2016 | 2017-0014295 | 1/19/2017 |
| Published | United States | Systems, Methods And Apparatus For Differential Air Pressure Devices | 15/143,351 | 4/29/2016 | 2016-0242993 | 8/25/2016 |
| Issued | United States | Differential Air Pressure Systems | 12/778,747 | 5/12/2010 | 8,464,716 | 6/18/2013 |
| Issued | United States | Differential Air Pressure Systems | 13/898,246 | 5/20/2013 | 9,642,764 | 5/9/2017 |
| Pending | United States | Differential Air Pressure Systems | 15/588,549 | 5/5/2017 | | |

| Status | Jurisdiction | Title | Application No. | App. Date | Patent No. | Pub./Issue Date |
|---------------|---------------------|---|------------------------|------------------|-------------------|------------------------|
| Published | United States | Differential Air Pressure Systems And Methods Of Using And Calibrating Such Systems For Mobility Impaired Users | 13/423,124 | 3/16/2012 | 2012-0238921 | 9/20/2012 |
| Published | United States | Method Of Gait Evaluation And Training With Differential Pressure System | 14/769,111 | 8/20/2015 | 2016-0007885 | 1/14/2016 |
| Published | United States | Systems And Methods For Management And Scheduling Of Differential Air Pressure And Other Unweighted Or Assisted Treatment Systems | 14/769,113 | 8/20/2015 | 2015-0379239 | 12/31/2015 |
| Published | United States | Support Frame And Related Unweighting System | 14/769,114 | 8/20/2015 | 2016-0008650 | 1/14/2016 |
| Published | United States | Monocolumn Unweighting Systems | 14/769,115 | 8/20/2015 | 2016-0001118 | 1/7/2016 |
| Published | United States | Unweighting Garments | 14/769,116 | 8/20/2015 | 2016-0000155 | 1/7/2016 |
| Published | United States | Cantilevered Unweighting Systems | 14/769,118 | 8/20/2015 | 2016-0001119 | 1/7/2016 |
| Published | United States | Pressure Chamber And Lift For Differential Air Pressure System With Medical Data Collection Capabilities | 15/319,629 | 12/16/2016 | 2017-0128769 | 5/11/2017 |
| Published | United States | Unweighting Garments For Simultaneous Use With Unweighting And Fall Safety Systems | 14/852,401 | 9/11/2015 | 2016-0073704 | 3/17/2016 |
| Published | United States | Therapeutic Method And Device For Rehabilitation | 13/912,122 | 6/6/2013 | 2013-0345601 | 12/26/2013 |
| Issued | United States | Multi-Fit Orthotic And Mobility Assistance Apparatus | 12/366,998 | 2/6/2009 | 8,052,629 | 11/8/2011 |
| Issued | United States | Multi-Fit Orthotic And Mobility Assistance Apparatus | 13/274,109 | 10/14/2011 | 8,771,210 | 7/8/2014 |
| Issued | United States | Active Muscle Assistance Device And Method | 10/704,483 | 11/6/2003 | 6,966,882 | 11/22/2005 |
| Issued | United States | Intention-Based Therapy Device And Method | 13/290,980 | 11/7/2011 | 8,679,040 | 3/25/2014 |

| Status | Jurisdiction | Title | Application No. | App. Date | Patent No. | Pub./Issue Date |
|-----------|---------------|---|-----------------|------------|--------------|-----------------|
| Published | United States | Intention-Based Therapy Device And Method | 14/225,186 | 3/25/2014 | 2014-0207037 | 7/24/2014 |
| Issued | United States | Active Muscle Assistance And Resistance Device And Method | 11/221,452 | 9/7/2005 | 7,537,573 | 5/26/2009 |
| Issued | United States | Electrostatic Actuator With Fault Tolerant Electrode Structure | 11/773,331 | 7/3/2007 | 7,521,836 | 4/21/2009 |
| Issued | United States | High-Torque Motor | 11/033,368 | 1/10/2005 | 7,365,463 | 4/29/2008 |
| Issued | United States | Rotary Actuator | 11/649,403 | 1/3/2007 | 7,648,436 | 1/19/2010 |
| Issued | United States | Deflector Assembly | 11/649,690 | 1/3/2007 | 7,811,189 | 10/12/2010 |
| Issued | United States | Methods And Devices For Moving A Body Joint | 11/932,799 | 10/31/2007 | 8,353,854 | 1/15/2013 |
| Published | United States | Methods And Devices For Deep Vein Thrombosis Prevention | 15/273,525 | 9/22/2016 | 2017-0231852 | 8/17/2017 |
| Pending | United States | Methods And Devices For Deep Vein Thrombosis Prevention | 15/588,368 | 5/5/2017 | | |
| Issued | United States | Methods And Devices For Deep Vein Thrombosis Prevention | 13/683,503 | 11/21/2012 | 9,474,673 | 10/25/2016 |
| Issued | United States | Actuator System With A Multi-Motor Assembly For Extending And Flexing A Joint | 12/191,837 | 8/14/2008 | 8,058,823 | 11/15/2011 |
| Issued | United States | Actuator System And Method For Extending A Joint | 12/363,577 | 1/30/2009 | 8,274,244 | 9/25/2012 |
| Issued | United States | Foot Pad Device And Method Of Obtaining Weight Data | 12/703,067 | 2/9/2010 | 8,639,455 | 1/28/2014 |
| Issued | United States | Foot Pad Device And Method Of Obtaining Weight Data | 14/162,553 | 1/23/2014 | 9,131,873 | 9/15/2015 |
| Published | United States | Multi-Mode Active Orthotic Sensor | 14/932,796 | 11/4/2015 | 2016-0183872 | 6/30/2016 |
| Allowed | United States | Orthotic Device Drive System And Method | 14/769,119 | 8/20/2015 | 2015-0374573 | 12/31/2015 |

(C) Trademarks

| Matter No | Country | Mark | Appl. No | Appl. Date | Reg. No | Reg. Date |
|---------------|---------------|--|------------|------------|-----------|------------|
| 11889-600.200 | United States | ALTER G | 77/293,961 | 10/2/2007 | 3,563,148 | 1/20/2009 |
| 11889-602.200 | United States | anti-gravity treadmill (SUPPLEMENTAL REGISTER) | 77/277,492 | 9/12/2007 | 3,529,420 | 11/4/2008 |
| 11889-603.200 | United States | DEFY GRAVITY | 77/577,070 | 9/23/2008 | 3,711,122 | 11/17/2009 |
| 11889-604.200 | United States | ALTER G BIONIC LEG | 86/013,907 | 7/18/2013 | 4,497,438 | 3/18/2014 |
| 10592-600.201 | United States | TIBION | 77/632,458 | 12/12/2008 | 4,109,140 | 3/6/2012 |
| 10592-602.200 | United States | TIBION BIONIC LEG | 85/502,021 | 12/22/2011 | 4,284,993 | 2/5/2013 |

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") is made as of this __ day of _____, by **ALTERG, INC.**, a Delaware corporation ("Grantor"), with an address at 48368 Milmont Drive, Fremont, California 94538, in favor of **FWCU CAPITAL CORP.**, a corporation under the Business Corporation Act of British Columbia (BC0941845) and a subsidiary of **FIRST WEST CREDIT UNION** (the "Lender").

WITNESETH

WHEREAS, Grantor and the Lender are parties to a certain Intellectual Property Security Agreement dated as of October 24, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor has assigned, pledged and granted to the Lender a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to the Lender a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Security Agreement or any other Loan Document, to secure the prompt payment and performance of all Obligations to the Lender, Grantor hereby collaterally assigns, pledges and grants to the Lender a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes the Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to the Lender that Schedule I hereto sets forth a full, complete and correct list of all United States Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
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IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

ALTERG, INC., by its authorized signatory(ies):

Per: _____
Name:
Title:
I have the authority to bind the corporation

ACCEPTED AND AGREED
as of the date first above written:

FWCU CAPITAL CORP.,
as the Lender

Per: _____
Authorized Signatory

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO INTELLECUAL PROPERTY SECURITY
AGREEMENT DATED _____