

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4678297

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TMM, INC.	10/14/2017
RECEIVING PARTY DATA		
Name:	NORTH STAR VENTURES HOLDING COMPANY	
Street Address:	2618 - 18TH STREET SOUTH	
City:	MOORHEAD	
State/Country:	MINNESOTA	
Postal Code:	56560	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
PCT Number:	US2016044252	
PCT Number:	US2016031877	
PCT Number:	US2016031871	
Application Number:	14852861	
Patent Number:	9600868	
Patent Number:	9344735	
Patent Number:	9118922	
CORRESPONDENCE DATA		
Fax Number:	(775)996-3283	
<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:	7752345221	
Email:	joe@laxaguelaw.com	
Correspondent Name:	JOE LAXAGUE, ESQ.	
Address Line 1:	1 EAST LIBERTY, SUITE 600	
Address Line 4:	RENO, NEVADA 89501	
NAME OF SUBMITTER:	PAUL B. HEALY, PRESIDENT AND CEO	
SIGNATURE:	/s/ Paul B. Healy	
DATE SIGNED:	11/07/2017	
Total Attachments: 10		

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SECURITY AGREEMENT

TMM, Inc., a Nevada corporation, ("**Maker**"), hereby makes and delivers this Security Agreement (this "**Agreement**") in favor of **North Star Ventures Holding Company** ("**Holder**") or its assigns, and the parties hereto hereby agree as follows:

1. Obligations Secured. This Security Agreement is granted by Maker and in favor of Holder to secure Maker's performance of its obligations under the following promissory notes currently held by Holder (North Star Ventures Holding Company, Inc. or "NSVH" below:

Date	Original Noteholder	Amount
May 11, 2016	Susan Bala	\$50,000
June 30, 2016	Imperialis Assigned to NSVH	\$50,000
July 8, 2016	Imperialis Assigned to NSVH	\$12,000
July 28, 2016	Imperialis Assigned to NSVH	\$38,000
August 26, 2016	North Star Ventures Holding	\$40,000
October 14, 2016	North Star Ventures Holding	\$60,000
October 14, 2016	North Star Ventures Holding	\$13,900
October 14, 2017	North Star Ventures Holding	\$861,611
	Total Before Interest	\$1,125,511

2. Grant of Security Interest. As collateral security for the prompt, complete, and timely satisfaction of the of all present and future indebtedness, liabilities, duties, and obligations of Maker to Holder evidenced by or arising under the above-listed promissory notes, or otherwise, and including, without limitation, all principal and interest payable thereunder, any future advances added to the principal amount due thereunder, and all attorneys' fees, costs and expenses incurred by Holder in the collection or enforcement of the same (collectively, the "**Obligations**"), Maker hereby pledges, assigns and grants to Holder a continuing security interest and lien in all of Maker's right, title and interest in and to the property, patents and pending patents, whether now owned or hereafter acquired by Maker and whether now existing or hereafter coming into existence or acquired, including the proceeds of any disposition thereof, described on **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively, the "**Collateral**"). Notwithstanding Exhibit A, should TMMI hold a Patent or rights to any other technology, intellectual property, copyrights or trademarks not included in this Exhibit, it is agreed and acknowledged that these are all included under this Security Agreement. This Agreement shall be deemed to be a security agreement under applicable provisions of the Uniform Commercial Code ("**UCC**"), and filed with the United States Patent Office ("**USPTO**") with Maker as the debtor and Holder as the secured party.

3. Perfection. Upon the execution and delivery of this Agreement, Maker authorizes Holder to file such financing statements and other documents in such offices as shall be necessary or as Holder may reasonably deem necessary to perfect and establish the priority of the liens granted by

this Agreement, including any amendments, modifications, extensions or renewals thereof. Maker agrees, upon Holder's request, to take all such actions as shall be necessary or as Holder may reasonably request to perfect and establish the priority of the liens granted by this Agreement, including any amendments, modifications, extensions or renewals thereof.

4. Representations and Warranties of Maker. Maker hereby represents and warrants the following to Holder:

a. Maker and those executing this Agreement on its behalf have the full right, power, and authority to execute and deliver this Agreement, the terms of which are not prohibited or restricted under the articles of incorporation or bylaws of Maker. This Agreement has been duly executed and delivered by an authorized officer of Maker and constitutes a valid and legally binding obligation of Maker enforceable in accordance with its terms.

b. The execution of this Agreement and Maker's compliance with the terms, conditions and provisions hereof does not conflict with or violate any provision of any agreement, contract, lease, deed of trust, indenture, or instrument to which Maker is a party or by which Maker is bound, or constitute a default thereunder or result in the imposition of any lien, charge, encumbrance, claim or security interest of any nature whatsoever upon any of the Collateral.

c. The security interest granted hereby in and to the Collateral constitutes a present, valid, binding and enforceable security interest as collateral security for the Obligations, and, except as to leased equipment or purchase-money encumbrances existing as of the date of this Agreement as expressly disclosed to Holder in writing, such interests, upon perfection, will be senior and prior to any liens, encumbrances, charges, title defects, interests and rights of any others with respect to such Collateral.

5. Covenants of Maker. For so long as any Obligations remain outstanding:

a. Maker shall not sell, assign or transfer any of the Collateral, or any part thereof or interest therein;

b. Maker shall pay or cause to be paid promptly when due all taxes and assessments on the Collateral; and

c. Maker shall keep Holder apprised, in writing, as to the current location of all of the Collateral, providing Holder with current information including any identifying serial numbers with respect to the Collateral so the Holder may perfect and maintain the priority of its security interest therein.

6. Defaults. The following shall be events of default under this Agreement:

a. If Maker is dissolved, whether pursuant to any applicable articles of incorporation or bylaws, and/or any applicable laws, or otherwise;

b. The commencement of any action or proceeding which affects the Collateral or title thereto or the interest of Holder therein, including, but not limited to eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent;

c. The entry of a decree or order by a court having jurisdiction in the premises adjudging the Maker bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Maker under the federal Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee or trustee of the Maker, or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of twenty (20) days; or

d. Maker's institution of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or its filing of a petition or answer or consent seeking reorganization or relief under the federal Bankruptcy Code or any other applicable federal or state law, or its consent to the filing of any such petition or to the appointment of a receiver, liquidator, assignee or trustee of the company, or of any substantial part of its property, or its making of an assignment for the benefit of creditors or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Maker in furtherance of any such action.

7. Rights and Remedies of Holder. Upon the occurrence of an event of default by Maker under this Agreement or under the terms of any of the Obligations, or at any time before default when the Holder reasonably feels insecure, then, in addition to all other rights and remedies at law or in equity, Holder may exercise any one or more of the following rights and remedies:

a. Accelerate the time for payment of all amounts payable under the Obligations by written notice thereof to Maker, whereupon all such amounts shall be immediately due and payable.

b. Pursue and enforce all of the rights and remedies provided to a secured party with respect to the Collateral under the Uniform Commercial Code.

c. Make such appearance, disburse such sums, and take such action as Holder deems necessary, in its sole discretion, to protect Holder's interest, including but not limited to (i) disbursement of attorneys' fees, (ii) entry upon the Maker's property to make repairs to the Collateral, and (iii) procurement of satisfactory insurance. Any amounts disbursed by Holder pursuant to this Section, with interest thereon, shall become additional indebtedness of the Maker secured by the Collateral and shall be immediately due and payable and shall bear interest from the date of

disbursement at the default rate stated in the applicable Obligations. Nothing contained in this Section shall require Holder to incur any expense or take any action.

d. Require Maker to assemble the Collateral and make it available to the Maker at the place to be designated by the Holder which is reasonably convenient to both parties. The Holder may sell all or any part of the Collateral as a whole or in part either by public auction, private sale, or other method of disposition. The Holder may bid at any public sale on all or any portion of the Collateral. Unless the Collateral threatens to decline speedily in value, Holder shall give Maker reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made, and notice given at least 10 days before the time of the sale or other disposition shall be conclusively presumed to be reasonable.

e. Pursue any other rights or remedies available to Holder at law or in equity.

8. Full Recourse. The liability of Maker for the Obligations shall not be limited to the Collateral, and Maker shall have full liability therefor beyond the Collateral.

9. Representation of Counsel. Maker acknowledges that they have consulted with or have had the opportunity to consult with Maker's legal counsel prior to executing this Agreement. This Agreement has been freely negotiated by Maker and Holder and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10. Choice of Laws; Actions. This Agreement shall be constructed and construed in accordance with the internal substantive laws of the State of Nevada, without regard to the choice of law principles of said State. Maker acknowledges that this Agreement has been negotiated in Clay County, Minnesota. Accordingly, the exclusive venue of any action, suit, and counter claim or cross claim arising under, out of, or in connection with this Agreement shall be the state or federal courts in Clay County, Minnesota. Maker hereby consents to the personal jurisdiction of any court of competent subject matter jurisdiction sitting in Clay County, Minnesota.

11. Miscellaneous.

a. This Agreement shall be binding upon Maker and shall inure to the benefit of Holder and its successors, assigns, heirs, and legal representatives.

b. Any failure or delay by Holder to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement, or to exercise any right, power or remedy hereunder shall not constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy.

c. Any provision of this Agreement that is unenforceable shall be severed from this Agreement to the extent reasonably possible without invalidating or affecting the intent, validity or enforceability of any other provision of this Agreement.

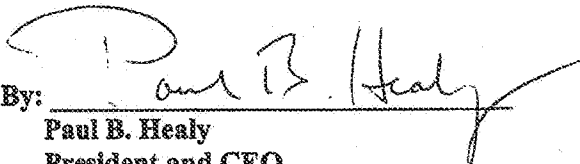
d. This Agreement may not be modified or amended in any respect except in a writing executed by the party to be charged.

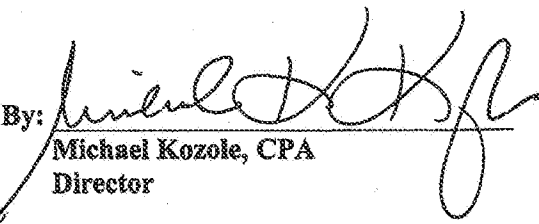
e. Time is of the essence.

[signature pages follow]

IN WITNESS WHEREOF, this Agreement has been executed effective the date and place first written above.

"Maker": TMM, Inc.

By: 
Paul B. Healy
President and CEO
Director

By: 
Michael Kozole, CPA
Director

"Holder": North Star Ventures Holding Company

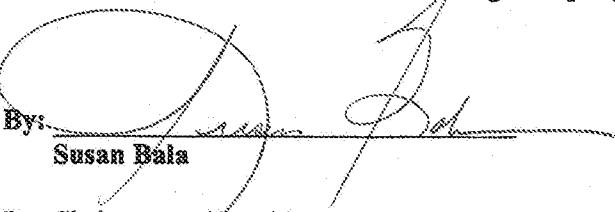
By: 
Susan Bala
Its: Chairman and President

Exhibit “A”

Collateral

Each and all of the following in which TMM, Inc., a Nevada corporation, has any right, title, or interest, regardless of the manner in which such items are formally held or titled; all as defined in the Nevada Uniform Commercial Code - Secured Transactions (Nevada Revised Statutes (“NRS”) §§ 104.9101 et. seq.) as amended:

- (1) Accounts, as defined in NRS 104.9102(1)(a)
- (2) Cash proceeds, as defined in NRS 104.9102(1)(I)
- (3) Chattel paper, as defined in NRS 104.9102(1)(k)
- (4) Commercial tort claims, as defined in NRS 104.9102(1)(m)
- (5) Commodity accounts and commodity contracts, as defined in NRS 104.9102(1)(n) and NRS 104.9102(1)(o), respectively,
- (6) Deposit accounts, as defined in NRS 104.9102(1)(cc)
- (7) Documents, as defined in NRS 104.9102(1)(dd)
- (8) Electronic chattel paper, as defined in NRS 104.9102(1)(ee)
- (9) Equipment, as defined in NRS 104.9102(1)(gg)
- (10) General intangibles, as defined in NRS 104.9102(1)(pp)
- (11) Goods, as defined in NRS 104.9102(1)(rr)
- (12) Instruments, as defined in NRS 104.9102(1)(uu)
- (13) Inventory, as defined in NRS 104.9102(1)(vv)
- (14) Investment property, as defined in NRS 104.9102(1)(ww)
- (15) Letter-of-credit right, as defined in NRS 104.9102(1)(yy)
- (16) Noncash proceeds, as defined in NRS 104.9102(1)(fff)

(17) Payment intangible, as defined in NRS 104.9102(1)(iii)

(18) Proceeds, as defined in NRS 104.9102(1)(lll)

(19) Promissory notes, as defined in NRS 104.9102(1)(mmm)

(20) Record, as defined in NRS 104.9102(1)(qqq)

(21) Software, as defined in NRS 104.9102(1)(www)

(22) Supporting obligations, as defined in NRS 104.9102(1)(yyy)

(23) Tangible chattel paper, as defined in NRS 104.9102(1)(zzz)

(24) The following, as defined in NRS 104.9102(2): certificated securities, contracts for sale, leases, lease agreements, lease contracts, leasehold interests, letters of credit, negotiable instruments, notes, proceeds of letters of credit, securities, security certificates, security entitlements, and uncertificated securities.

(25) The patents, patent applications, and trademark rights of Grantor as described on Schedule 1 hereto, together with all renewals and extensions thereof and all proceeds of the foregoing, including, without limitation, any claim by Maker against third parties for past, present, or future infringement of such patents and trademarks, and all goodwill associated with such patent and trademark rights.

TMMI IP PORTFOLIO

Pending Patent Appl. No.	Title	Filing Date	Country (status)	M&G Ref.
PCT/US2016/044252	SYSTEMS AND METHODS FOR VIDEO ENCODING USING AN IMPROVED MOTION VECTOR SEARCH ALGORITHM	July 27, 2016	International (pending; individual countries must be selected by January 29, 2018) Inventor(s): Da Qing Zhou	17358.0020WOU1
PCT/US2016/031877	SYSTEMS AND METHODS FOR PERFORMING SELF-SIMILARITY UPSAMPLING (relates to SCALING ALGORITHM + TRUSCALE + ZOOMIN)	May 11, 2016	International (pending; individual countries must be selected by November 15, 2017) Inventor(s): Da Qing Zhou, Nicolas Bernier, David Kerr	17358.0018WOU1
PCT/US2016/031871	SYSTEMS AND METHODS FOR DIGITAL VIDEO SAMPLING AND UPSAMPLING (relates to TRUPIX)	May 11, 2016	International (pending; individual countries must be selected by November 15, 2017) Inventor(s): Angelia Tai, David Kerr, Nicolas Bernier, Vitus Lee	17358.0017WOU1
15840343.6	SYSTEMS AND METHODS FOR SUBJECT-ORIENTED COMPRESSION	Sept 14, 2015	European region – pending Inventor(s): Vitus Lee, David Kerr, Oliver Zimmermann	17358.0007EPWO
251086	SYSTEMS AND METHODS FOR SUBJECT-ORIENTED COMPRESSION	Sept 14, 2015	Israel – pending Inventor(s): Vitus Lee, David Kerr, Oliver Zimmermann	17358.0007ILWO
2017-533727	SYSTEMS AND METHODS FOR SUBJECT-ORIENTED COMPRESSION	Sept 14, 2015	Japan – pending Inventor(s): Vitus Lee, David Kerr, Oliver Zimmermann	17358.0007JPWO
10-2017-7009822	SYSTEMS AND METHODS FOR SUBJECT-ORIENTED COMPRESSION	Sept 14, 2015	Korea – pending Inventor(s): Vitus Lee, David Kerr, Oliver Zimmermann Must request examination and pay \$1,600 fee by September 14, 2020	17358.0007KRWO
14/852,861	SYSTEMS AND METHODS FOR SUBJECT-ORIENTED COMPRESSION	Sept 14, 2015	United States – pending Inventor(s): Vitus Lee, David Kerr, Oliver Zimmermann First Office Action expected Feb 2018	17358.0007USU1

PATENT

REEL: 044057 FRAME: 0157

TMMI IP PORTFOLIO

Issued Patent No.	Title	Issue Date	Country	M&G Ref.
US 9,600,868	IMAGE UPSAMPLING USING LOCAL ADAPTIVE WEIGHTING	Mar 21, 2017	United States Inventor(s): Vitus Lee	17358.0006USU1
US 9,344,735	PROGRESSIVE SHAPE BASED ENCODING OF VIDEO CONTENT WITHIN A SWARM ENVIRONMENT	May 17, 2016	United States Inventor(s): Essam E. Abadir	17358.0002USU1
US 9,118,922	PROGRESSIVE ENCODING OF VIDEO CONTENT WITHIN A SWARM ENVIRONMENT	Aug 25, 2015	United States Inventor(s): Essam E. Abadir	17358.0001USU1

For your information, the following trademark applications were filed on behalf of TMMI by another firm or entity (mostly Belles Katz LLC), not Merchant & Gould. Although they are all abandoned, the applications can be refilled, but will not be entitled to the same priority date.

Trademark	Serial No.	Class of Goods / Services	Status
REALSCALE	86825072	Class 9: Computer software for use in real-time resolution conversion, namely, to play video at a higher resolution than the original source file without increasing the file size	DEAD
TRUSCALE	86825070	Class 9: Computer software for use in real-time resolution conversion, namely, to play video at a higher resolution than the original source file without increasing the file size	DEAD
TRUPIX	86661355	Class 9: Video scaling software for resolution conversion of digital video	DEAD
TRUDEF	86693049	Class 9: Computer software for processing digital images; Computer software for video compression	DEAD
ZOOMIN	86825075	Class 9: Video software that can scale selected sections of a video frame in real time	DEAD
TRUMAX	86667882	Class 9: Software for combined audio and video compression	DEAD
TRUMAXD	86699732	Class 9: Compiler software; Computer software for audio and video compression	DEAD
TRUDEF	85494968	Class 9: Computer software for processing digital images	DEAD