

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4682355

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SHADECRAFT, INC.		10/24/2017
RECEIVING PARTY DATA		
Name:	810 WALNUT, LLC	
Street Address:	810 E. WALNUT STREET	
City:	PASADENA	
State/Country:	CALIFORNIA	
Postal Code:	91101	
PROPERTY NUMBERS Total: 38		
Property Type	Number	
Application Number:	14810380	
Application Number:	15160822	
Application Number:	15160856	
Application Number:	15212173	
Application Number:	15214471	
Application Number:	15219292	
Application Number:	15225838	
Application Number:	15242970	
Application Number:	15268199	
Application Number:	15273669	
Application Number:	15278609	
Application Number:	15286546	
Application Number:	15286555	
Application Number:	15333834	
Application Number:	15334228	
Application Number:	15334279	
Application Number:	15394080	
Application Number:	15418380	
Application Number:	62454772	
Application Number:	15436749	

PATENT

Property Type	Number
Application Number:	15460203
Application Number:	15492610
Application Number:	62492541
Application Number:	62492949
Application Number:	62505910
Application Number:	62509626
Application Number:	62510210
Application Number:	62530054
Application Number:	15669964
Application Number:	15675674
Application Number:	15681377
Application Number:	62552976
Application Number:	62556502
PCT Number:	US2016033331
PCT Number:	US2017031625
PCT Number:	US2017043789
PCT Number:	US2017045059
PCT Number:	US2017052595

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: DARLENA BARI STARK
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173586
NAME OF SUBMITTER:	CHRISTINE S. TUTHILL
SIGNATURE:	/Christine S. Tuthill/
DATE SIGNED:	11/09/2017

Total Attachments: 11

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 24th day of October, 2017 by and 810 Walnut, LLC, a California limited liability company ("Secured Party") and Shadecraft, Inc., a Delaware Corporation ("Debtor").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement dated as of October 24, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Secured Party and Debtor, the Secured Party has agreed to make a Loan to Debtor pursuant to the terms and conditions of the Loan Agreement; and

WHEREAS, the Secured Party is willing to make the Loan to Debtor as provided for in the Loan Agreement, but only on the condition, among others, that the Debtor shall have executed and delivered to Secured Party that certain Security Agreement, dated as of October 24, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Agreement, Debtor is required to execute and deliver to Secured Party this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Debtor hereby ratifies the grant of a Security Interest as set forth in the Security Agreement and hereby further unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Debtor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including

the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtor to Secured Party whether or not they are unenforceable or not allowable due to the existence of any Bankruptcy or other insolvency proceeding involving Debtor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Secured Party unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

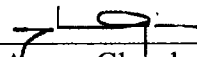
7. Governing Law; Severability; Jurisdiction. This Patent Security Agreement is governed by and shall be construed in accordance with the law of the State of California, excluding any conflict of laws rule or principle that might refer the governance or the construction of this

Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. Jurisdiction and Venue for any action arising under or in connection with this agreement shall lie exclusively in the State of California, County of Los Angeles. Debtor and Secured Party agree irrevocably to submit themselves, in any legal proceeding to the jurisdiction of the any court of the State of California located in Los Angeles County and waive any and all objections to jurisdiction that they may have under the laws of the State of California or any other State.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties hereto, who each represent and warrant that he/she has the authority to execute this Agreement.

DEBTOR

ShadeCraft, Inc., a Delaware corporation

By: _____
Armen Gharabegian
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY

810 Walnut, LLC, a California limited liability
company

By: _____

[Signature Page to Patent Security Agreement]

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DEBTOR

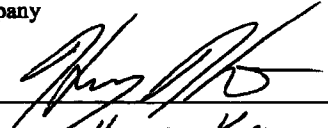
ShadeCraft, Inc., a Delaware corporation

By: _____
Armen Gharabegian
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY

810 Walnut, LLC, a California limited liability company

By: _____

Harry Kazazian
Manager

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

All of the following patent applications are pending (they are not yet issued patents).

Owner	Country	Patent	Application Number	Patent Number	Filing Date
Shadecraft	U.S.	Intelligent Shading Objects	14/810,380		7/27/2015
Shadecraft	U.S.	Intelligent Shading Objects with Integrated Computing Device	15/160,822		5/20/2016
Shadecraft	U.S.	Automated Intelligent Shading Objects and Computer-Readable Instructions for Interfacing With, Communicating With and Controlling a Shading Object	15/160,856		5/20/2016
Shadecraft	U.S.	Intelligent Shading Charging Systems	15/212,173		7/15/2016
Shadecraft	U.S.	Computer-Readable Instructions Executable by a Processor to Operate a Shading Object, Intelligent Umbrella and an Intelligent Shading Charging System	15/214,471		7/20/2016
Shadecraft	U.S.	Shading Object, Intelligent	15/219,292		7/26/2016

		Umbrella and Intelligent Shading Charging System Integrated Camera and Method of Operation			
Shadecraft	U.S.	Remote Control of Umbrellas	15/225,838		8/2/2016
Shadecraft	U.S.	SHADING OBJECT, INTELLIGENT UMBRELLA AND SHADING CHARGING SYSTEM SECURITY SYSTEM	15/242,970		8/22/2016
Shadecraft	U.S.	AUTOMATIC OPERATION OF SHADING OBJECT, INTELLIGENT UMBRELLA AND INTELLIGENT SHADING CHARGING SYSTEM	15/268,199		9/16/2016
Shadecraft	U.S.	PHONE CONTROL OF SHADING OBJECT, INTELLIGENT UMBRELLA AND INTELLIGENT SHADING CHARING SYSTEM	15/273,669		9/22/2016
Shadecraft	U.S.	INTELLIGENT SHADING OBJECT MOVEMENT BASED ON SUN SENSOR INTENSITY	15/278,609		9/26/2016
Shadecraft	U.S.	INTELLIGENT SHADING OBJECTS	15/286,546		10/5/2016

		INCLUDING A ROTATIONAL HUB ASSEMBLY AND PIVOT ASSEMBLY			
Shadecraft	U.S.	INTELLIGENT SHADING OBJECT INCLUDING GPS RECIEVER AND/OR DIGITAL COMPASS	15/286,555		10/5/2016
Shadecraft	U.S.	ENERGY FROM TREES	15/333,834		10/25/2016
Shadecraft	U.S.	ORIGAMI PATENT APPLICATION	15/334,228		10/25/2016
Shadecraft	U.S.	LOUVRE SYSTEM PATENT APPLICATION	15/334,279		10/25/2016
Shadecraft	U.S.	MODULAR UMBRELLA SHADING SYSTEM	15/394,080		12/28/2016
Shadecraft	U.S.	SHADING SYSTEM WITH ARTIFICIAL INTELLIGENCE APPLICATION PROGRAMMING INTERFACE	15/418,380		1/27/2017
Shadecraft	U.S.	SNOW/ICE MELTING DRONE DEVICE	62/454,772		2/3/2017
Shadecraft	U.S.	MARINE VESSEL WITH INTELLIGENT SHADING SYSTEM	15/436,749		2/17/2017
Shadecraft	U.S.	COMPUTING DEVICE AND/OR INTELLIGENT SHADING SYSTEM WITH COLOR SENSOR	15/460,203		03/15/2017

Shadecraft	U.S.	Intelligent Shading System with Movable Base Assembly	15/492,610		4/20/2017
Shadecraft	U.S.	Intelligent Vending Machine	62/492,541		5/1/2017
Shadecraft	U.S.	Balcony Shading and Power System	62/492,949		5/1/2017
Shadecraft	U.S.	Artificial Intelligence (AI) Computing Device with Shading System	62/505,910		5/13/2017
Shadecraft	U.S.	METHODS AND APPARATUS FOR ADJUSTING SHADING ELEMENT AND/OR MOVING UMBRELLA ASSEMBLY TO MAXIMIZE SHADING AREA	62/509,626		5/22/2017
Shadecraft	U.S.	SHADING SYSTEMS AND INTEGRATED IMAGING DEVICES	62/510,210		5/23/2017
Shadecraft	U.S.	Artificial Intelligence (AI) Device with One or More Lighting Elements	62/530054		7/7/2017
Shadecraft	U.S.	INTELLIGENT UMBRELLA AND/OR ROBOTIC SHADING SYSTEM HAVING TELEPHONIC COMMUNICATION CAPABILITIES	15/669,964		8/7/2017

Shadecraft	U.S.	CONTROL OF INTELLIGENT UMBRELLAS AND/OR ROBOTIC SHADING SYSTEMS	15/675,674		8/11/2017
Shadecraft	U.S.	Intelligent Umbrellas and/or Robotic Shading Systems Including Noise Cancellation or Reduction	15/681,377		8/19/2017
Shadecraft	U.S.	Intelligent Umbrella and/or Robotic Shading System Mechanical and Tracking Improvements	62/552,976		8/31/2017
Shadecraft	U.S.	Intelligent Umbrella and/or Robotic Shading System with Rodent Repelling Device and Insect Protecting Device	62/556,502		9/10/2017
Shadecraft	PCT	Intelligent Shading Objects (PCT Application)	PCT/US2016/033331		5/20/2016
Shadecraft	PCT	Automated and Intelligent Shading Systems (PCT Application)	PCT/US2017/031625		5/8/2017
Shadecraft	PCT	Shading Object Intelligent Charging System, Integrated Camera and Security System	PCT/US2017/043789		7/25/2017

Shadecraft	PCT	Remote Control of Intelligent Umbrellas	PCT/US2017/045059		8/2/2017
Shadecraft	PCT	PHONE CONTROL OF SHADING OBJECT, INTELLIGENT UMBRELLA AND INTELLIGENT SHADING CHARING SYSTEM	PCT/US2017/052595		8/20/2017
Shadecraft	Taiwan	PHONE CONTROL OF SHADING OBJECT, INTELLIGENT UMBRELLA AND INTELLIGENT SHADING CHARING SYSTEM	Not yet provided		8/21/2017

Patent Licenses

Shadecraft is not a party to any patent licenses, either as licensor and/or licensee.