

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4683489

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

**CONVEYING PARTY DATA**

Name	Execution Date
POGOTEC, INC.	11/01/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	JOHN HUNKELER
<b>Street Address:</b>	1000 WALNUT STREET, BB16-10
<b>City:</b>	KANSAS CITY
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64106

**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:	US1659395

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:** (816)983-8080

*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.*

**Email:** pto-kc@huschblackwell.com

**Correspondent Name:** KRIS KAPPEL

**Address Line 1:** 4801 MAIN STREET, SUITE 1000

**Address Line 4:** KANSAS CITY, MISSOURI 64112

<b>ATTORNEY DOCKET NUMBER:</b>	60773-1
<b>NAME OF SUBMITTER:</b>	KRIS KAPPEL
<b>SIGNATURE:</b>	/Kris Kappel/
<b>DATE SIGNED:</b>	11/10/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 12**

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Confirmatory Grant of Security Interest in Intellectual Property is entered into as of November 1, 2017 by and among John Hunkeler, Collateral Agent for the benefit of the Investors (defined below) ("Agent"), and PogoTec, Inc., a Delaware corporation ("Grantor").

### RECITALS

WHEREAS, the Grantor, the Agent, and the Investors (as defined therein) are party to that certain Note and Warrant Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Grantor has agreed to certain obligations in favor of the Investors and the Agent;

WHEREAS, the Grantor has granted security interests to the Agent under that certain Intellectual Property Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, it is a condition to the arrangement by the Investors that the Grantor deliver this agreement in support of the Company Obligations (as such term is defined in the Security Agreement).

WHEREAS, the Grantor owns the copyrights (the "Copyrights") listed on Exhibit A, which are registered or applied for with the United States Copyright Office;

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit B, which are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit C, which are registered or applied for with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

### AGREEMENT

To secure performance of the Company Obligations, Grantor grants and pledges to Agent for the benefit of the Agent and the Investors a security interest in all of Grantor's right, title and interest in, to and under its 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). Notwithstanding the immediately preceding sentence this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit C—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce. Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks, Patents and Copyrights in the ordinary course of the business of the Grantor. Upon the payment in full of all Company Obligations (other than contingent indemnification obligations), the Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks, Copyrights, and Patents acquired under this Confirmatory Grant.

This security interest is granted in conjunction with the security interest granted to Investors under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in

addition to those set forth in the Agreement, and those which are now or hereafter available to Investors or Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the 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 Agent, of any or all other rights, powers or remedies. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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.

[Remainder of page intentionally left blank.]

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 Munu*  
By: \_\_\_\_\_  
74EBE5F7FDC049F...  
Diane J. MUNU  
Chief Financial Officer

[Signature page to Confirmatory Grant of Security Interest in Intellectual Property]

**COLLATERAL AGENT:**

By: John Hunkeler  
JOHN HUNKELER

Address of Agent for Notice:

c/o Richard L. English  
Managing Director, Commerce Family Office  
1000 Walnut Street, BB16-10  
Kansas City, MO 64106  
Facsimile No.: 816-234-2548  
Electronic mail: richard.english@commercebank.com  
Electronic mail: jhunkeler@hunkeler.com

[Signature page to Confirmatory Grant of Security Interest in Intellectual Property]

**PATENT**  
**REEL: 044779 FRAME: 0735**

**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 2016-003792 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		Amenable subject matter	
P254848, WO-AU, 01 AU	2015301277 3-Aug-15			
P254848, WO-BR, 01 BR	3-Aug-15			
P254848, WO-CA, 01 CA	3-Aug-15			
P254848, WO-CN, 01 CN	3-Aug-15			
P254848, WO-EP, 01 EPO	No. 158,292 71.4 3-Aug-15			
P254848, WO-IN, 01 IN	3-Aug-15			
P254848, WO-IL, 01 IL	3-Aug-15			
P254848, WO-JP, 01 JP	3-Aug-15			
P254848, WO-KR, 01 KR	3-Aug-15			
P254848, WO-RU, 01 RU	3-Aug-15			

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P254848, WO-SG 01 SG P254848, WO-TH 01 TH	11201700790X 3-Aug-15 1701060059 3-Aug-15					
WEARABLE CAMERA SYSTEMS AND APPARATUS FOR ALIGNING AN EYEWEAR CAMERA						
P255131, US:01 498528-5 U.S. Non Provisional	14/832,723 21-Aug-15 CIP		US 2016-0037025 A1 4-Feb-16		Notice of Allowance 3/27/2017	
WIRELESS POWER BASE UNIT AND A SYSTEM AND METHOD FOR WIRELESSLY CHARGING DISTANCE SEPARATED ELECTRONIC DEVICES (["WIRELESS POWER"])						
P256372, US:01 498528-8 U.S. Non Provisional	14/969,455 15-Dec-15		US 2016-0172870 A1 16-Jun-16			
P256372, WO:01 498528-9 PCT	PCT/US2015/065815 15-Dec-15		WO 2016/100339 23-Jun-16		Pending - 30 Month National Stage due June 15, 2017	
P256372, TW:01 498528-10	104142161 15-Dec-15					
Wireless camera systems and methods ("Camera")						
P257819, US:01 498528-11 U.S. Non Provisional	14/757,753 23-Dec-15		US 2016-0182826 A1 23-Jun-16		Notice of Allowance 3/27/2017	
P257819, WO:01 498528-14 PCT	PCT/US2015/000205 23-Dec-15		WO 2016/105480 60-Jun-16		Pending - 30 Month National Stage due June 23, 2017	
P257819, TW:01 498528-13	104143454 23-Dec-15					
P257819, US:02 US Continuation	15/423,315 28-Feb-17					

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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
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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

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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				

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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  
62/453,181  
62/462,591  
62/461,977  
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