

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4811569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SMART WAVE TECHNOLOGIES, INC.	01/19/2018

RECEIVING PARTY DATA

Name:	1928732 ONTARIO INC.
Street Address:	91 SKYWAY UNIT 200
City:	ETOBICOKE, ONTARIO
State/Country:	CANADA
Postal Code:	M9W 6R5

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	15263026
Application Number:	15344056
Application Number:	13843259
Patent Number:	6481634
Patent Number:	6964405
Patent Number:	7793839
Patent Number:	9476826
Patent Number:	9522775
Patent Number:	9836946
Application Number:	14736349
Application Number:	15112644
Application Number:	15310270
Application Number:	62397741

CORRESPONDENCE DATA

Fax Number: (561)659-6313

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.

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Correspondent Name: MARK D. PASSLER, AKERMAN LLP

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PATENT

Address Line 2: SUITE 1100, WEST TOWER
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ATTORNEY DOCKET NUMBER: SMART WAVE

NAME OF SUBMITTER: MARK D. PASSLER

SIGNATURE: /Mark D. Passler/

DATE SIGNED: 02/06/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of January 19, 2018 (this "Agreement") is made between Smart Wave Technologies, Inc., a Delaware corporation (the "Company"), and 1928732 Ontario Inc., f/k/a Smart Wave Technologies Corp. (the "Noteholder") under the Promissory Note defined below.

W I T N E S S E T H :

WHEREAS, the Company is the maker of that certain Promissory Note, dated as of December 29, 2017 (herein, as the same may be amended or restated from time to time, the "Promissory Note"), payable to the Noteholder; and

WHEREAS, pursuant to the Promissory Note, the Company has granted a security interest in substantially all of its personal property to secure its obligations under the Promissory Note;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the respective meanings set forth in the Promissory Note.

SECTION 2. Grant of Security Interest. The Company presently and irrevocably pledges, hypothecates, assigns, delivers and transfers to the Noteholder, and grants to the Noteholder a continuing first priority security interest in, all of the following (the "Patent Collateral"), whether now owned or hereafter acquired or coming into existence:

- (a) all patents and patent applications referred to in Attachment 1 hereto (collectively, "Patents");
- (b) all reissues, reexaminations, continuations, continuations-in-part, extensions or renewals of any of the items described in clause (a); and
- (c) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement of any Patent or for enforcement of any Patent.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Noteholder in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Noteholder pursuant to the Promissory Note for the benefit of the Noteholder. The Promissory Note (and all rights and remedies of the Noteholder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The terms and provisions of the Promissory Note (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applied to contracts to be performed wholly within the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


Smart Wave Technologies, Inc.

By: 
Name: David Steinglass
Its: President

Address:

c/o Northlane Capital Partners, LLC
Two Bethesda Metro Center, Suite 1510
Bethesda, MD 20814
Attention: David Steinglass and Justin DuFour
Facsimile: (301) 656-0294

1928732 Ontario Inc., as Noteholder

By: 
Name: Peter Raymond
Its: President

Address:

1928732 Ontario Inc., f/k/a Smart Wave
Technologies Corp.
91 Skyway Unit 200
Etobicoke, ON M9W 6R5
Facsimile: (416) 725-2279

ATTACHMENT 1
to Patent Security Agreement

Registered Patents

<u>Patents</u>	<u>Filing Office/ Jurisdiction</u>	<u>Application/ Registration No.</u>
Patent Family 1: (A) (B) Wireless Temperature Monitoring System (C) Fluid Data Monitoring and Control System	USPTO	6,481,634
Patent Family 2: System and Method for Improved Installation and Control of Concealed Plumbing Flush Valves	USPTO	10/803,563 / 6,964,405
Patent Family 3: System Enabling the Exchange of Information between Products	USPTO	7,793,839
Patent Family 5: Signal and Detection System for Keying Applications	USPTO	9,476,826
Patent Family 6: Aerosol Dispensing Apparatus	USPTO	14/435,886 / 9,522,775
Patent Family 7: Systems And Methods For Authenticating Bulk Products	USPTO	14,522,285 / 9,836,946

Pending Patent Applications

<u>Patents</u>	<u>Filing Office/ Jurisdiction</u>	<u>Filing Date</u>	<u>Application/ Registration No.</u>
Patent Family 5: Signal and Detection System for Keying Applications	USPTO	September 12, 2016	15/263,026
Patent Family 6: Aerosol Dispensing Apparatus	USPTO	November 4, 2016	15/344,056
Patent Family 7: Systems And Methods For Authenticating Bulk Products	USPTO	March 15, 2013	13/843,259

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682489762:1
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Patent Family 8: Power Management System for Dispensers	USPTO	June 11, 2015	14/736,349
Patent Family 9: Systems and Methods of Laser Trace Post Processing of Assembled Printed Circuit Board	USPTO	July 19, 2016	15/112,644
Patent Family 10: Signal and Detection System for Pairing Products	USPTO	November 10, 2016	15/310,270
Patent Family 13: Universal Dispenser Monitor	USPTO	September 21, 2016	62/397,741

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