

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ADVANCED PLASMONICS, INC.	11/04/2011
RECEIVING PARTY DATA		
Name:	V.I. FOUNDERS, LLC	
Street Address:	P.O. BOX 503298	
City:	ST. THOMAS	
State/Country:	VIRGIN ISLANDS, U.S.	
Postal Code:	00805	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7569836
CORRESPONDENCE DATA		
Fax Number:	(214)661-6887	
<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:	214.953.5805	
Email:	mlaussade@jw.com	
Correspondent Name:	MIKE LAUSSADE	
Address Line 1:	2323 ROSS AVENUE, SUITE 600	
Address Line 4:	DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	133128.00001	
NAME OF SUBMITTER:	MIKE LAUSSADE	
SIGNATURE:	/Mike Laussade/	
DATE SIGNED:	12/21/2017	
Total Attachments: 11		
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of November 4, 2011 (this "Agreement"), is made by ADVANCED PLASMONICS, INC., a Delaware corporation ("Grantor"), in favor of V.I. Founders, LLC, a U.S. Virgin Islands limited liability company ("Secured Party").

WHEREAS, pursuant to that certain Secured Convertible Promissory Note, of even date herewith, made by Grantor in favor of the Secured Party (the "Note," and together with any subsequent indebtedness incurred by Grantor and payable to the Secured Party, the "Loans") Grantor has granted a security interest to Secured Party in, among other things, all right, title and interest of Grantor in, to and under all of the Collateral (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations (as defined below) from time to time owing by Grantor to the Secured Party; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Collateral, including all Intellectual Property listed on Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to extend credit under the Note, Grantor hereby agrees with Secured Party as follows:

1. Defined Terms.

As used herein, the following terms shall have the following meanings:

"Collateral" shall mean all personal and intangible property of Grantor (other than fixtures) now owned or hereafter acquired including, but not limited to, the following:

(a) Accounts. Any and all accounts and general intangibles (each as defined in the Uniform Commercial Code) of Grantor constituting any right to the payment of money, including, but not limited to, accounts receivable, receivables, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, choses in action, any and all amounts due to Grantor from a factor or other forms of obligations and receivables now existing or hereafter arising out of the business of Grantor, as well as any and all returned, refused and repossessed goods, and the cash or non-cash proceeds resulting therefrom.

(b) Equipment. Any and all of Grantor's furnishings and equipment (as defined in the Uniform Commercial Code), wherever located, whether now owned or hereafter acquired, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter used in connection therewith, and all products, additions, substitutions, accessions, and all cash and non-cash proceeds, including proceeds from insurance thereof and thereto.

(c) Instruments and Investment Property. All investment property, negotiable instruments, promissory notes, and documents of title owned or to be owned by Grantor, certificates of deposit, and all liens, security agreements, leases and other

contracts securing or otherwise relating to any of said investment property, instruments or documents, and all cash and non-cash proceeds and products thereof and such additional property receivable or distributed in respect of or in exchange for all or any of such investment property, instruments or documents.

(d) General Intangibles. All Intellectual Property, and any other patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending) and all documents, applications, materials and other matters related thereto, all inventions, and all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, computer programs, data bases, systems and software (including source and object codes), goodwill, choses in action and all other general intangibles of Grantor whether now owned or hereafter acquired and all cash and non-cash proceeds thereof, and all chattel paper, documents and instruments relating to such intangibles.

(e) IP Collateral. All proprietary rights relating to or arising from the Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing.

(f) Related Property: Proceeds. All substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and proceeds and products of, the Collateral (including all income and benefits resulting from any of the above, such as dividends payable or distributable in cash, property or stock; interest, premium and principal payments; redemption proceeds and subscription of rights; all certificates of title, manufacturer's statements of origin, other documents, accounts and chattel paper arising from or related to the above Collateral, and returned or repossessed Collateral, any of which, if received by Grantor, upon request shall be delivered immediately to Secured Party).

(g) Collateral Not to Include Real Property. The term Collateral shall not include any real property owned by Grantor, but shall include leasehold interests held by the Grantor.

"Event of Default" shall have the meaning set forth in the Note.

"Intellectual Property" shall mean all of Grantor's: (i) Patents and Patent Licenses; and (ii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Patent or Patent License.

"Loans" shall have the meaning assigned to such term in the recitals of this Agreement.

"Obligations" shall have the meaning set forth in Section 10(e).

"Patents" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by a Patent.

2. Grant of Security Interest

To secure Grantor's prompt, punctual and faithful payment of the Loans and performance of the Obligations, Grantor hereby grants to Secured Party a continuing lien and security interest in Grantor's entire right, title and interest in the Collateral (except to the extent any Patent License prohibits such grant or requires the consent of any third party).

3. Protection of Intellectual Property by Grantor

Grantor shall, at its sole cost, expense and risk, to the extent Secured Party deems necessary in its good faith business judgment, in connection with the operation of its business, undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration, which is the subject of the security interest created herein, and not abandon or delay any such efforts.

(d) Take any and all action that Secured Party reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Representations and Warranties

. Grantor represents and warrants to Secured Party that:

(a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by Grantor as of the date hereof.

(b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which Secured Party is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto is valid and enforceable, and to Grantor's knowledge: (i) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (ii) no claim has been asserted and is pending by any person challenging or questioning the use by Grantor of any of the Intellectual Property identified on Schedule I or otherwise used or owned by Grantor or the validity or effectiveness of any of the Intellectual Property identified on Schedule I or otherwise used or owned by Grantor, nor does Grantor know of any valid basis for any such claim.

(d) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, the Intellectual Property listed on Schedule I, free and clear of any liens, charges and encumbrances, other than liens in favor of Secured Party.

(e) To the knowledge of Grantor, no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property set forth on Schedule I in any respect.

(f) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Grantor shall give Secured Party written notice (with reasonable detail) on a quarterly basis in the event any of the following occur:

i. Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

ii. Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

iii. Grantor's entering into any new Patent Licenses (excluding for "off-the-shelf" software or similar immaterial licenses).

iv. Grantor shall give Secured Party written notice (with reasonable detail) following the occurrence of Grantor's knowing or having reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development

(including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding Grantor's ownership of, or the validity of, any Intellectual Property or Grantor's right to register the same or to own and maintain the same.

(h) If Grantor amends its name, Grantor shall provide copies of such amendment documentation to Secured Party and shall re-register the Collateral, as necessary, with the appropriate governmental authority and shall execute and deliver such agreements or documentation as Secured Party shall request to maintain a perfected first priority security interest in such Collateral, to the extent such security interest can be perfected by such filing.

5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4 above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of Secured Party, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Secured Party may request to evidence Secured Party's security interest in the Collateral and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office).

6. Grantor's Rights To Enforce Intellectual Property

Prior to Secured Party's giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however:*

(a) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute Collateral.

(b) Following the occurrence and during the continuance of any Event of Default, Secured Party, by notice to Grantor may terminate or limit Grantor's rights under this Section 7.

7. Rights Upon Default.

Upon the occurrence of any Event of Default, Secured Party may exercise all rights and remedies as provided for in the Loans.

8. Requested Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Agreement is submitted) file and record this Agreement (and any corresponding or separate forms of such jurisdiction) in

order to publicly reflect the interests of Secured Party in the Collateral.

9. Assignment. Upon the request of Secured Party after the occurrence and during the continuance of an Event of Default, Grantor shall execute and deliver to Secured Party an absolute assignment transferring its entire right, title and interest in and to the Collateral to Secured Party.

10. Power of Attorney. Grantor hereby irrevocably grants to Secured Party a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument that Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Secured Party and without first obtaining Grantor's approval thereof or signature thereto) Schedule I hereof, as appropriate, to include references to any Intellectual Property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Secured Party and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Secured Party's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Secured Party in any part of the Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Collateral, (ii) take any other actions with respect to the Collateral as Secured Party deems in its discretion to be in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone.

(e) The foregoing power of attorney is coupled with an interest and is irrevocable until Grantor's obligations under the Loans (the "Obligations") secured hereby have been unconditionally and indefeasibly paid or performed in full.

11. Secured Party's Rights

Upon an Event of Default and during the continuance thereof, any use by Secured Party of the Collateral, as authorized hereunder in connection with the exercise of Secured Party's rights and remedies under this Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. No Limitation: Loan Agreement. This Agreement has been executed and delivered by Grantor for the purpose of perfecting the Secured Party's interest in the Collateral and recording the security interest granted to Secured Party with respect to the Collateral with the United States Patent and Trademark Office.

13. Termination. This Agreement and all obligations of Grantor and Secured Party hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full in cash. Upon termination of this Agreement, Secured Party shall, at the expense of Grantor, take such actions required to release its security interest in the Collateral.

14. Binding Effect: Benefits

This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns.

16. Governing Law. This Agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Delaware, without giving effect to its choice of laws principles.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal by their duly authorized representatives as of the date first above written.

SECURED PARTY:

V.I. FOUNDERS, LLC

By: 

Name: Richard G. Vento, Manager

SECURED PARTY ADDRESS:

P.O. Box 503298
St. Thomas, U.S. Virgin Islands 00805

Signature Page—Security Agreement

GRANTOR:

ADVANCED PLASMONICS, INC.,

By: 

Name: Richard G. Vento, Chief Executive Officer

DEBTOR ADDRESS:

3239 SW 47th Avenue, Suite 200
Gainesville, FL 32608

Schedule I
Intellectual Property

Attached.

Schedule I—Security Agreement

Signature Page—Security Agreement

SCHEDULE 1

PATENT TITLE	PATENT NO.	DATE GRANTED	AP PATENT NO.
1. ULTRA SMALL RESONATING CHARGED PARTICLE BEAM MODULATOR	7,791,290 B2	09 07 2010	2549-0003
2. SELECTABLE FREQUENCY EMR EMITTER	7,646,991 B1	01 10 2010	2549-0010
3. VERTICAL KRYSTON	7,728,397	06 07 2010	2549-0012
4. COUPLING A SIGNAL THROUGH A WINDOW	7,741,934	06 22 2010	2549-0015
5. STRAY CHARGED PARTICAL REMOVAL DEVICE	7,718,997 B2	06 18 2010	2549-0019
6. SURFACE PLASMON SIGNAL TRANSMISSION	7,583,370	12 30 2008	2549-0020
7. RESONANT STRUCTURE-BASED DISPLAY	7,470,920	06 01 2009	2549-0021
8. HETERODYNE TRANSCIEVER	7,357,847	01 11 2009	2549-0025
9. HETERODYNE TRANSCIEVER ARRAY	7,342,441	03 11 2005	2549-0026
10. LOW TERAHERTZ SOURCE AND DETECTION	7,659,513	02 17 2009	2549-0027
11. SOURCE OF X RAYS	7,492,868	02 17 2009	2549-0028
12. RADIO FREQUENCY BROADCASTED CLOCK	7,359,589	04 15 2006	2549-0034
13. METHOD AND STRUCTURE FOR COUPLING TWO MICRO-CIRCUITS	7,282,778	10 16 2006	2549-0037
14. FREE ELECTRON OSCILLATOR	7,580,716	06 14 2009	2549-0039
15. SEM TEST APPARATUS	7,436,177 B2	10 14 2008	2549-0040
16. SINGLE LAYER CONSTRUCTION FOR ULTRA SMALL DEVICES	7,710,040 B2	06 04 2010	2549-0041
17. MICRO-CIRCUIT USING ELECTRO-MAGNETIC WAVE ROUTING	7,450,794	11 08 2008	2549-0042
18. PLASMON WAVE PROPAGATION DEVICES AND METHODS	7,710,040	08 11 2009	2549-0043
19. ELECTRON ACCELERATOR FOR ULTRA SMALL RESONANT STRUCTURES	7,656,094	02 07 2010	2549-0053
20. DIAMOND FIELD EMISSION TIP AND METHOD OF FORMATION	7,791,291 B2	09 07 2010	2549-0054
21. COUPLED LIGHT EMITTING MICRO RESONANT STRUCTURE	7,361,916	04 22 2008	2549-0056
22. ELECTROMAGNETIC RADIATION DETECTION	7,253,426	08 07 2007	2549-0058
23. ELECTRON BEAM INDUCED RESONANCE	7,626,179	12 01 2009	2549-0060
24. SELECTABLE FREQUENCY LIGHT EMITTER FROM SINGLE METAL LAYER	7,619,373	11 21 2009	2549-0061
25. PLATED MULTIFACETED REFLECTOR	7,476,907	01 13 2009	2549-0061
26. TRANSMISSION OF DATA BETWEEN MICRO-CHIPS USING A PARTICLE BEAM	7,559,836	08 04 2009	2549-0062
27. RESONANT DETECTOR FOR OPTICAL SIGNALS	7,658,490	02 07 2009	2549-0068
28. A FOCAL PLANE ARRAY INCORPORATING ULTRA SMALL RESONANT STRUCTURES	7,442,940	10 28 2008	2549-0069
29. ELECTRO-OPTICAL SWITCHING SYSTEM AND METHOD	7,746,532	08 28 2010	2549-0071
30. COUPLING ENERGY IN A PLASMON WAVE TO AN ELECTRON BEAM	7,732,786 B2	06 08 2010	2549-0072
31. DETECTING PLASMONS USING A METALLURGICAL JUNCTION	7,568,167	09 08 2010	2549-0073
32. COUPLING A SIGNAL THROUGH A WINDOW	7,741,934 B2	07 06 2010	2549-0075
33. REFLECTING FILTERING COVER	7,443,577	08 28 2009	2549-0078
34. ELECTRON BEAM INDUCED RESONANCE	7,626,179	12 01 2009	2549-0082
35. ELECTRON BEAM INDUCED RESONANCE	7,714,513 B2	05 11 2010	2549-0082
36. METHODS OF PROD STRUCT FOR ELEC BEAM INDUCED RES. USING PLATING AND ETCHING	7,758,735 B2	07 20 2010	2549-0083
37. INTEGRATED FILTER IN ANTENNA BASED DETECTOR	7,443,358	10 28 2008	2549-0084
38. REFLECTING FILTERING COVER	7,443,577	10 08 2008	2549-0086
39. ELECTRO-PHOTOGAPIC DEVICES INCORPORATING ULTRA SMALL RESONANT STRUCTURES	7,606,835	10 29 2008	2549-0089
40. INTEGRATION OF ELECTROMAGNETIC DETECTOR ON INTEGRATED CHIP	7,554,063	06 30 2009	2549-0092
41. DATA ON LIGHT BULB	7,855,934	02 02 2010	2549-0095
42. SHIELDING OF INTEGRATED CIRCUIT PACKAGE WITH HIGH-PERMEABILITY MAGNETIC MAT.	7,728,702 B2	06 12 2010	2549-0096
43. RECEIVER ARRAY USING SHARED ELECTRON BEAM	7,679,067	03 16 2010	2549-0099
44. TOP METAL LAYER SHIELD FOR ULTRA SMALL RESONANT STRUCTURES	7,723,698 B2	06 20 2010	2549-0154
45. SWITCHING MICRO-RESONANT STRUCTURES USING AT LEAST ONE DIRECTOR	7,586,097 B2	09 08 2009	2549-0166
46. ELECTRO-PHOTOGAPIC DEVICES INCORPORATING ULTRA SMALL RESONANT STRUCTURES	7,605,835 B2	10 20 2009	2549-0173
47. COUPLED NANO-RESONATING ENERGY EMITTING STRUCTURES	7,728,397 B2	06 01 2010	2549-0202
48. STRUCTURES AND METHODS FOR COUPLING ENERGY FROM AN ELECTROMAGNETIC WAVE	7,567,365	06 07 2009	2549-0224
49. DEEPRESSED ANODE WITH PLASMON-ENABLED DEVICES SUCH AS ULTRA SMALL RES STRUT.	7,791,063 B2	09 07 2010	2549-0227
50. SPIRAL ELECTRON ACCELERATOR FOR ULTRA SMALL RESONANT STRUCTURES	7,911,145 B2	03 22 2011	2549-0235
51. SELECTABLE FREQUENCY LIGHT EMITTER	7,986,113	07 06 2011	2549-0064
52. MICROWAVE COUPLED EXCITATION OF SOLID STATE RESONANT ARRAYS	7,990,306	09 02 2011	2549-0233