

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DEPARTMENT 13, INC.	03/16/2018
RECEIVING PARTY DATA	
Name:	AET CORPORATE TRUST PTY LIMITED ACN 106 424 088
Street Address:	LEVEL 3, 30 HICKSON ROAD
City:	MILLERS POINT
State/Country:	AUSTRALIA
Postal Code:	2000
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13595142
Patent Number:	8929550
Application Number:	13116984
Patent Number:	9673920
CORRESPONDENCE DATA	
Fax Number:	(302)778-6135
<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:	3029846000
Email:	rward@potteranderson.com
Correspondent Name:	ROBERT D. WARD
Address Line 1:	1313 N. MARKET STREET
Address Line 2:	POTTER ANDERSON & CORROON LLP
Address Line 4:	WILMINGTON, DELAWARE 19801
NAME OF SUBMITTER:	ROBERT D. WARD
SIGNATURE:	/Robert D. Ward/
DATE SIGNED:	03/20/2018
Total Attachments: 20	
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Security Agreement

THIS SECURITY AGREEMENT (this "Agreement"), dated as of March 16, 2018, is made by and between DEPARTMENT 13, INC., a Delaware corporation (the "Grantor"), with an address at c/o Resagent, Inc., The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801-3700, and AET CORPORATE TRUST PTY LIMITED ACN 106 424 088, with an address at Level 3, 30 Hickson Road, Millers Point NSW 2000 Australia, as secured party and security trustee for its own benefit and for the benefit of the Noteholders (as defined below) (in such capacity, the "Secured Party").

WHEREAS, the Secured Party is a party to, among other documents, (a) a Security Trust Deed, dated on or about the date hereof (the "Security Trust Deed"), among Department 13 International Limited (the "Issuer"), the Grantor and the Secured Party, for each of the Noteholders (as defined therein), and (b) a General Security Deed, dated on or about the date hereof (the "General Security Deed");

WHEREAS, the Secured Party acts as security trustee under the Security Trust Deed and holds the Security Trust Fund (as defined therein) on trust at any time for the Noteholders (as defined therein) and Secured Party acts as secured party for itself and for and on behalf of each Noteholder;

WHEREAS, the Security Trust Deed contemplates that the Secured Party will enter into certain US security documents for itself and for the benefit of the Noteholders; and

WHEREAS, this agreement is a US security document contemplated by the Security Trust Deed and under the terms hereof, the Secured Party desires to obtain and the Grantor desires to grant the Secured Party (for its own behalf and on behalf of each Noteholder) security for all of the Obligations (as hereinafter defined).

NOW, THEREFORE, the Grantor and the Secured Party, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) "Beneficiary" shall have the meaning set forth in the Security Trust Deed.

(b) "Collateral" shall include all personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) commercial tort claims, if any, described on Exhibit "B" hereto (if an Exhibit B is attached); (xiv) letter of credit rights; (xv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks,

tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xvi) all supporting obligations of all of the foregoing property; (xvii) all property of the Grantor now or hereafter in the Secured Party's possession or in transit to or from, or under the custody or control of, the Secured Party or any affiliate thereof; (xviii) all cash and cash equivalents thereof; and (xix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more Riders to Security Agreement that may be attached hereto or delivered in connection herewith, including the Rider to Security Agreement - Copyrights, the Rider to Security Agreement - Patents, the Rider to Security Agreement - Trademarks and the Rider to Security Agreement - Cash Collateral Account.

(c) "Finance Documents" shall have the meaning set forth in the Security Trust Deed.

(d) "Obligations" means all the liabilities and obligations of the Grantor, the Issuer or other Relevant Person (as defined in the Security Trust Deed) to a Beneficiary under or by reason of any Finance Document and includes: (i) the Money Owed and any liabilities or obligations which: (a) are liquidated or unliquidated; (b) are present, prospective or contingent or otherwise; (c) are in existence before or come into existence on or after the date of this Agreement; (d) are owed to any person as agent (whether disclosed or not) for or on behalf of a Beneficiary; (e) are owed or incurred as principal, interest, fees, charges, taxes, damages (whether for breach of contract or tort or incurred on any other ground), losses, costs, expenses, or on any other account; (f) relate to the payment of money or the performance or omission of any act; (g) accrue as a result of any Default Event (as defined in the Security Trust Deed); or (h) comprise any combination of the above, in each case irrespective of whether (1) the Grantor is liable or obligated solely, jointly or jointly and severally with another person; (2) the circumstances in which a Beneficiary comes to be owed each liability or obligation, including any assignment of any liability or obligation; or (3) the capacity in which the Grantor and a Beneficiary comes to owe or to be owed that liability or obligation; and (ii) all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor, the Issuer or other Relevant Person (as defined in the Security Trust Deed), or by Department 13 International Limited to the Secured Party or to any other direct or indirect subsidiary Secured Party, of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (a) evidenced by any note, guaranty or other instrument, (b) arising under any agreement, instrument or document, (c) for the payment of money, (d) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (e) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (f) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, (g) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Secured Party to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Secured Party's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Secured Party incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(e) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State whose law governs pursuant to the Section of this Agreement entitled "Governing Law and Jurisdiction." Terms used herein which are defined in the UCC and not otherwise defined herein shall have the

respective meanings ascribed to such terms in the UCC. To the extent the definition of any category or type of collateral is modified by any amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision.

2. **Grant of Security Interest.** To secure the Obligations, the Grantor, as debtor, hereby assigns and grants to the Secured Party, as secured party and security trustee for its own benefit and for the benefit of each of the Noteholders, a continuing lien on and security interest in the Collateral.

3. **Change in Name or Locations.** The Grantor hereby agrees that if the location of the Collateral changes from the locations listed on Exhibit "A" hereto and made part hereof, or if the Grantor changes its name, its type of organization, its state of organization (if Grantor is a registered organization), its principal residence (if Grantor is an individual), its chief executive office (if Grantor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not listed as a tradename on Exhibit "A" hereto, the Grantor will immediately notify the Secured Party in writing of the additions or changes.

4. **General Representations, Warranties and Covenants.** The Grantor represents, warrants and covenants to the Secured Party that: (a) all information, including its type of organization, jurisdiction of organization, chief executive office, and (for individuals only) principal residence are as set forth on Exhibit "A" hereto and are true and correct on the date hereof, (b) if the Grantor is an individual, the Grantor's name in this Agreement is identical to the Grantor's name indicated on an unexpired driver's license issued to the Grantor by the state of the Grantor's principal residence, and the Grantor will continue to maintain such driver's license and notify the Secured Party of any changes in the Grantor's name or the name indicated on such driver's license; (c) the Grantor has good, marketable and indefeasible title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of the Secured Party created by this Agreement and other liens consented to in writing by the Secured Party; and (d) the Grantor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

5. **Grantor's Representations, Warranties and Covenants for Certain Collateral.** The Grantor represents, warrants and covenants to the Secured Party as follows:

(a) From time to time and at all reasonable times, the Grantor will allow the Secured Party, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral, and obtain valuations and audits of the Collateral, at the Grantor's expense, wherever located. The Grantor shall do, obtain, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Secured Party may require to vest in and assure to the Secured Party its rights hereunder and in or to the Collateral, and the proceeds thereof, including waivers from landlords, warehousemen and mortgagees.

(b) The Grantor will keep the Collateral in good order and repair at all times and immediately notify the Secured Party of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation.

(c) The Grantor will only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations.

(d) The Grantor will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, sprinkler leakage, and other risks (including risk of flood if any Collateral is maintained at a location in a flood hazard zone) as the Secured Party may require, in such form, in such amount, for such period and written by such companies as may be satisfactory to the Secured Party in its sole discretion. Each such casualty insurance policy shall contain a standard Secured Party's Loss Payable Clause issued in favor of the Secured Party under which all losses thereunder shall be paid to the Secured Party as the Secured Party's interests may appear. Such policies shall expressly provide that the requisite insurance cannot be altered or canceled without at least thirty (30) days' prior written notice to the Secured Party

and shall insure the Secured Party notwithstanding the act or neglect of the Grantor. Upon the Secured Party's demand, the Grantor will furnish the Secured Party with duplicate original policies of insurance or such other evidence of insurance as the Secured Party may require. If the Grantor fails to provide insurance as herein required, the Secured Party may, at its option, obtain such insurance and the Grantor will pay to the Secured Party, on demand, the cost thereof. Proceeds of insurance may be applied by the Secured Party to reduce the Obligations or to repair or replace Collateral, all in the Secured Party's sole discretion.

(e) Each account and general intangible is genuine and enforceable in accordance with its terms, no such account or general intangible will be subject to any claim for credit, allowance or adjustment by any account debtor or any setoff, defense or counterclaim, and the Grantor will defend the same against all claims, demands, setoffs and counterclaims at any time asserted. At the time any account or general intangible becomes subject to this Agreement, such account or general intangible will be a good and valid account representing a bona fide sale of goods or services by the Grantor and such goods will have been shipped to the respective account debtors or the services will have been performed for the respective account debtors.

(f) The Grantor agrees that the Secured Party has the right to notify (on invoices or otherwise) account debtors and other obligors or payors on any Collateral of its assignment to the Secured Party, and that all payments thereon should be made directly to the Secured Party.

(g) The Grantor will, on the Secured Party's demand, make notations on its books and records showing the Secured Party's security interest and make available to the Secured Party shipping and delivery receipts evidencing the shipment of the goods that gave rise to an account, completion certificates or other proof of the satisfactory performance of services that gave rise to an account, a copy of the invoice for each account and copies of any written contract or order from which an account arose. The Grantor will promptly notify the Secured Party if an account becomes evidenced or secured by an instrument or chattel paper and upon the Secured Party's request, will promptly deliver any such instrument or chattel paper to the Secured Party, including any letter of credit delivered to the Grantor to support a shipment of inventory by the Grantor.

(h) The Grantor will promptly advise the Secured Party whenever an account debtor refuses to retain or returns any goods from the sale of which an account arose and will comply with any instructions that the Secured Party may give regarding the sale or other disposition of such returns. From time to time with such frequency as the Secured Party may request, the Grantor will report to the Secured Party all credits given to account debtors on all accounts.

(i) The Grantor will immediately notify the Secured Party if any account arises out of contracts with the United States or any department, agency or instrumentality thereof, and will execute any instruments and take any steps required by the Secured Party so that all monies due and to become due under such contract shall be assigned to the Secured Party and notice of the assignment given to and acknowledged by the appropriate government agency or authority under the Federal Assignment of Claims Act.

(j) At any time after the occurrence of an Event of Default, and without notice to the Grantor, the Secured Party may direct any persons who are indebted to the Grantor on any Collateral consisting of accounts or general intangibles to make payment directly to the Secured Party of the amounts due, and the Secured Party may notify the United States Postal Service to send the Grantor's mail to the Secured Party. The Secured Party is authorized to collect, compromise, endorse and sell any such Collateral in its own name or in the Grantor's name and to give receipts to such account debtors for any such payments and the account debtors will be protected in making such payments to the Secured Party. Upon the Secured Party's written request, the Grantor will establish with the Secured Party and maintain a lockbox account ("Lockbox") with the Secured Party and a depository account(s) ("Cash Collateral Account") with the Secured Party subject to the provisions of this subparagraph and such other related agreements as the Secured Party may require, and the Grantor shall notify its account debtors to remit payments directly to the Lockbox. Thereafter, funds collected in the Lockbox shall be transferred to the Cash Collateral Account, and funds in the Cash Collateral Account shall be applied by the Secured Party, daily, to reduce the outstanding Obligations.

6. **Negative Pledge; No Transfer.** Without the Secured Party's prior written consent, the Grantor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien, security interest or right of setoff upon the Collateral (except for sales of inventory and collections of accounts in the Grantor's ordinary course of business), will not allow any third party to gain control of all or any part of the Collateral, and will not use any portion of the Collateral in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.

7. **Further Assurances.** By its signature hereon, the Grantor hereby irrevocably authorizes the Secured Party to file against the Grantor one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to the Secured Party, and the Grantor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Secured Party to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by the Secured Party, the Grantor will execute all documentation necessary for the Secured Party to obtain and maintain perfection of its security interests in the Collateral. At the Secured Party's request, the Grantor will execute, in form satisfactory to the Secured Party, a Rider to Security Agreement - Copyrights (if any Collateral consists of registered or unregistered copyrights), a Rider to Security Agreement - Patents (if any Collateral consists of patents or patent applications), a Rider to Security Agreement - Trademarks (if any Collateral consists of trademarks, tradenames, tradestyles or trademark applications). If any Collateral consists of letter of credit rights, electronic chattel paper, deposit accounts or supporting obligations not maintained with the Secured Party or one of its affiliates, or any securities entitlement, securities account, commodities account, commodities contract or other investment property, then at the Secured Party's request the Grantor will execute, and will cause the depository institution or securities intermediary upon whose books and records the ownership interest of the Grantor in such Collateral appears, to execute such Pledge Agreements, Notification and Control Agreements or other agreements as the Secured Party deems necessary in order to perfect, prioritize and protect its security interest in such Collateral, in each case in a form satisfactory to the Secured Party.

8. **Events of Default.** The Grantor shall, at the Secured Party's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) any Default Event (as defined in the Security Trust Deed); (b) any default under any of the Obligations that does not constitute a Default Event and the lapse of any notice or cure period provided in such Obligations with respect to such default; (c) demand by the Secured Party under any of the Obligations that have a demand feature; (d) the failure by the Grantor to perform any of its obligations under this Agreement; (e) falsity, inaccuracy or material breach by the Grantor of any written warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Grantor; (f) an uninsured material loss, theft, damage, or destruction to any of the Collateral, or the entry of any judgment against the Grantor or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (g) the failure of the Secured Party to have a perfected first priority security interest in the Collateral; (h) any indication or evidence received by the Secured Party that the Grantor may have directly or indirectly been engaged in any type of activity which, in the Secured Party's discretion, might result in the forfeiture of any property of the Grantor to any governmental entity, federal, state or local; or (i) if the Secured Party otherwise deems itself insecure.

9. **Remedies.** Upon the occurrence of any such Event of Default and at any time thereafter, the Secured Party may declare all Obligations secured hereby immediately due and payable and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. The Secured Party's remedies include, but are not limited to, the right to (a) peaceably by its own means or with judicial assistance enter the Grantor's premises and take possession of the Collateral without prior notice to the Grantor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Grantor's premises, and (d) require the Grantor to assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party. The Grantor agrees that the Secured Party has full power and authority to collect, compromise, endorse, sell or otherwise deal with the Collateral in its own name or that of the Grantor at any time upon an Event of Default. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Grantor

reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Grantor at least ten (10) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for disposition, disposing or the like shall include the Secured Party's reasonable attorneys' fees and legal expenses, incurred or expended by the Secured Party to enforce any payment due it under this Agreement either as against the Grantor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder. The Grantor waives all relief from all appraisal or exemption laws now in force or hereafter enacted.

10. Power of Attorney. The Grantor does hereby make, constitute and appoint any officer or agent of the Secured Party as the Grantor's true and lawful attorney-in-fact, with power to (a) endorse the name of the Grantor or any of the Grantor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into the Secured Party's possession in full or part payment of any Obligations; (b) sue for, compromise, settle and release all claims and disputes with respect to, the Collateral; and (c) sign, for the Grantor, such documentation required by the UCC, or supplemental intellectual property security agreements; granting to the Grantor's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as the Grantor might or could do. The Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, and is irrevocable.

11. Payment of Expenses. At its option, the Secured Party may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for required insurance on the Collateral and may pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by the Secured Party to be necessary. The Grantor will reimburse the Secured Party on demand for any payment so made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Secured Party.

12. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing (except as otherwise provided in this Agreement) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

13. Preservation of Rights. No delay or omission on the Secured Party's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Secured Party's action or inaction impair any such right or power. The Secured Party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Secured Party may have under other agreements, at law or in equity.

14. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

15. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Grantor from, any provision of this Agreement will be effective unless made in a writing signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Notwithstanding the foregoing, the Secured Party may modify this Agreement for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that the Secured Party shall send a copy of any such modification to the Grantor (which notice may be given by

electronic mail.) No notice to or demand on the Grantor will entitle the Grantor to any other or further notice or demand in the same, similar or other circumstance.

16. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

17. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

18. Electronic Signatures and Records. Notwithstanding any other provision herein, the Grantor agrees that this Agreement, any other amendments thereto and any other information, notice, signature card, agreement or authorization related thereto (each, a "Communication") may, at the Secured Party's option, be in the form of an electronic record. Any Communication may, at the Secured Party's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this Section may include, without limitation, use or acceptance by the Secured Party of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

19. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Grantor and the Secured Party and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Grantor may not assign this Agreement in whole or in part without the Secured Party's prior written consent and the Secured Party at any time may assign this Agreement in whole or in part.

20. Interpretation. In this Agreement, unless the Secured Party and the Grantor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one Grantor, the obligations of such persons or entities will be joint and several.

21. Indemnity. The Grantor agrees to indemnify each of the Secured Party, each legal entity, if any, who controls, is controlled by or is under common control with the Secured Party, and each of their respective directors, officers and employees (the "Indemnified Parties"), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Grantor), in connection with or arising out of or relating to the matters referred to in this Agreement or the Obligations, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Grantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing

indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement, payment of the Obligations and the assignment of any rights hereunder. The Grantor may participate at its expense in the defense of any such claim.

22. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Secured Party and will be deemed to be made in the State of Delaware. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN SUCH STATE (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT), EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED (IF DIFFERENT FROM THE STATE OF DELAWARE) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN. The Grantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district in the State of Delaware; provided that nothing contained in this Agreement will prevent the Secured Party from bringing any action, enforcing any award or judgment or exercising any rights against the Grantor individually, against any security or against any property of the Grantor within any other county, state or other foreign or domestic jurisdiction. The Secured Party and the Grantor agree that the venue provided above is the most convenient forum for both the Secured Party and the Grantor. The Grantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

23. Limitation of Liability of Trustee. The Secured Party enters into this Agreement in its capacity as trustee of the Security Trust (as defined in the Security Trust Deed) and in no other capacity. Each party acknowledges and agrees that clause 2.13 of the Security Trust Deed operates with respect to this Agreement as if set out in full with the necessary changes. The Secured Party enters into this Agreement on instructions from the Majority Noteholders (as defined in the Security Trust Deed).

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23. WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GRANTOR AND THE SECURED PARTY ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

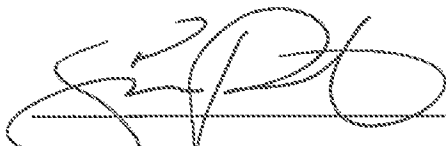
The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

DEPARTMENT 13, INC.
a Delaware corporation





Print Name: SUNDER PATEL
Title: CFO

By: 

Print Name: Jonathan A. Katten
Title: CEO

EXECUTED by AET Corporate Trust Pty
Limited ACN 106 424 088 by its Attorney who
certifies that he/she has not received notice of
any revocation of the Power of Attorney dated
25 October 2017

Signature of Attorney

Name (printed)

Signature of Witness

Signature of Attorney

Name (printed)

Name (printed)

23. WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GRANTOR AND THE SECURED PARTY ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

DEPARTMENT 13, INC.

a Delaware corporation

By: _____
(SEAL)

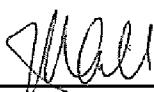
Print Name: _____

Print Name: _____

Title: _____

Title: _____


EXECUTED by AET Corporate Trust Pty
Limited ACN 106 424 088 by its Attorney who
certifies that he/she has not received notice of
any revocation of the Power of Attorney dated
25 October 2017



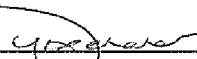
Signature of Attorney

Marjorie Hortinela

Name (printed)



Signature of Witness



Signature of Attorney

FIDES DIVINA

Name (printed)

Yvonne Kelaher

Name (printed)

EXHIBIT "A"
TO SECURITY AGREEMENT

1. Grantor's form of organization (i.e., corporation, partnership, limited liability company):
Corporation
2. Grantor's State of organization, if a registered organization (i.e., corporation, limited partnership, limited liability company):
Delaware
3. Grantor's principal residence, if a natural person or general partnership:
N/A
4. Address of Grantor's chief executive office, including the County:
**7021 Columbia Gateway Drive, Suite 175
Columbia, MD 21046 USA**
5. Grantor's organizational ID# (if any exists):
6296235
6. Address for books and records, if different:
7. Addresses of other Collateral locations, including Counties, for the past five (5) years:
N/A
8. Name and address of landlord or owner if location is not owned by the Grantor:
**Abrams Development Group, Inc.
8601 Robert Fulton Drive, Suite 100
Columbia, MD 21046**
9. Other names or tradenames now or formerly used by the Grantor:
D13
10. Description of Equipment:
Office Furniture (Desks, Chairs, Tables, File Cabinets), Computers, and Servers.

Rider to Security Agreement – Patents

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 16th day of March, 2018, by and between DEPARTMENT 13, INC, a Delaware corporation (the "Grantor"), with an address at c/o Resagent, Inc., The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801-3700 and AET CORPORATE TRUST PTY LIMITED ACN 106 424 088, with an address at Level 3, 30 Hickson Road, Millers Point NSW 2000 Australia,, as secured party and as security trustee for its own benefit and for the benefit of the Noteholders (in such capacity, the "Secured Party"). This Rider is incorporated into and made part of that certain Security Agreement ("Security Agreement") between the Grantor and the Secured Party dated of even date herewith, and also into certain other financing documents and security agreements executed by and between the Grantor and the Secured Party (all such documents including this Rider being collectively referred to as "Finance Documents"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Finance Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Finance Documents, the Grantor has agreed to grant a security interest in and to assign to the Secured Party the Patent Collateral (as hereinafter defined). The Secured Party desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Secured Party (for its own benefit and for the benefit of each of the Noteholders) a lien and security interest in (a) all of the Grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Grantor (hereinafter referred to collectively as the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Grantor (hereinafter referred to collectively as the "Applications"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "Reissued Patents"); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the "Patent Rights"); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral").

2. **Representations and Warranties.** The Grantor warrants and represents to the Secured Party that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. **Covenants.** The Grantor further covenants to the Secured Party that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation,

license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Secured Party prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

4. **Maintenance of Patent Collateral.** The Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which restrict or impair the Secured Party's rights hereunder and (ii) maintain the Patent Collateral in full force and effect.

5. **Negative Pledge.** The Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without prior written consent of the Secured Party.

6. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Security Agreement the Grantor hereby covenants and agrees that the Secured Party, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Security Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Security Agreement and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Finance Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Secured Party such documents as the Secured Party shall reasonably require to permanently assign all rights in the Patent Collateral to the Secured Party, which documents shall be held by the Secured Party, in escrow, until the occurrence of an Event of Default hereunder or under the Security Agreement. After such occurrence, the Secured Party may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

7. **Prosecution of Patent Applications.**

(a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Secured Party. The Grantor shall not abandon any Patent Collateral without the prior written consent of the Secured Party.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by the Secured Party.

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Secured Party may, at the Secured Party's option, be joined as a nominal party to such suit if the Secured Party shall be satisfied that such joinder is necessary and that the Secured Party is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Secured Party for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Secured Party pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Secured Party shall be in addition to any rights and remedies granted to the Secured Party under the Finance Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Finance Documents, the Secured Party shall execute and deliver to the Grantor all documents necessary to terminate the Secured Party's security interest in the Patent Collateral.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Secured Party and until so paid shall be added to the principal amount of the Obligations to the Secured Party and shall bear interest at the contract rate therefor.

12. **Additional Remedies.** Upon the occurrence of an Event of Default under the Security Agreement, the Secured Party may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Secured Party's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Secured Party in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Secured Party in protecting, defending and maintaining the Patent Collateral.

13. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an

executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

15. Limitation of Liability of Trustee. The Secured Party enters into this Agreement in its capacity as trustee of the Security Trust (as defined in the Security Trust Deed) and in no other capacity. Each party acknowledges and agrees that clause 2.13 of the Security Trust Deed operates with respect to this Agreement as if set out in full with the necessary changes. The Secured Party enters into this Agreement on instructions from the Majority Noteholders (as defined in the Security Trust Deed).


[Signature Page Follows]

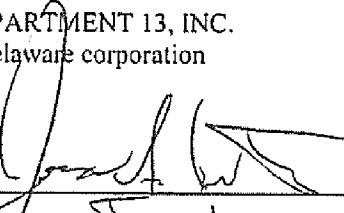
WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

DEPARTMENT 13, INC.
a Delaware corporation




Print Name: SUNDEEP PARKHI
Title: CFO

By: 
Print Name: Jonathan A. Hunter (SEAL)
Title: CEO

WITNESS the due execution hereof as a document under seal, as of the date first written above.

**EXECUTED by AET Corporate Trust
Pty Limited ACN 106 424 088 by its
Attorney who certifies that he/she has
not received notice of any revocation of
the Power of Attorney dated 25 October
2017**

Signature of Attorney

Name (printed)

Signature of Witness

Signature of Attorney

Name (printed)

Name (printed)

WITNESS the due execution hereof as a document under seal; as of the date first written above.

WITNESS / ATTEST:


DEPARTMENT 13, INC.
a Delaware corporation

Print Name: _____
Title: _____

By: _____
(SEAL)
Print Name: _____
Title: _____

WITNESS the due execution hereof as a document under seal, as of the date first written above.

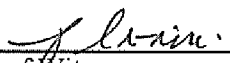
**EXECUTED by AET Corporate Trust
Pty Limited ACN 106 424 088** by its
Attorney who certifies that he/she has
not received notice of any revocation of
the Power of Attorney dated 25 October
2017



Signature of Attorney

Marjorie Hortinela

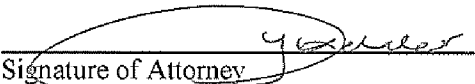
Name (printed)



Signature of Witness

FIDES DIVINA

Name (printed)



Signature of Attorney

Yvonne Kelaher

Name (printed)

SCHEDULE A

COUNTRY	APPLICATION NO.	STATUS	PATENT NO.	ISSUE (FILING) DATE	TITLE
U.S.	13/595,142	Abandoned	n/a	(08/27/2012)	Distributed Wireless Communications for Tactical Network Dominance
U.S.	13/757,032	Issued	8,929,550	01/06/2015 (02/01/2013)	LPI/LPD Communication Systems
U.S.	13/116,984	Issued	9,641,199	05/02/2017 (05/26/2011)	Method and Apparatus for Fast Prototyping of Wireless Transceivers
U.S.	14/109,928	Issued	9,673,920	06/06/2017 (12/17/2013)	Intrusion Detection and Radio Fingerprint Tracking

PATENT ASSIGNMENT

WHEREAS, DEPARTMENT 13, INC., a Delaware corporation (the "Grantor"), is the owner of the entire right, title and interest in and to the United States patents, patent applications listed on Schedule "A" attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the "Patent Collateral"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, AET CORPORATE TRUST PTY LIMITED ACN 106 424 088, having a place of business at Level 3, 30 Hickson Road, Millers Point NSW 2000 Australia,, identified as the "Secured Party" under that certain Rider to Security Agreement - Patents of even date herewith (the "Grantee") is desirous of acquiring said Patent Collateral;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of March 16, 2018, by and between the Grantor and the Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith.

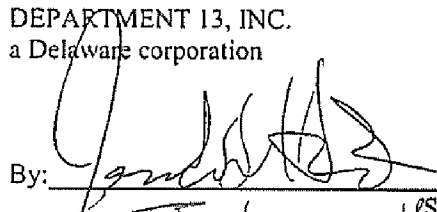
IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by its duly authorized officer on this 16th day of March, 2018.

WITNESS / ATTEST:

DEPARTMENT 13, INC.
a Delaware corporation



Print Name: SUNDEEP PATEL
Title: CFO

By: 

Print Name: Jonathan A. Hunter (SEAL)
Title: CFO

STATE OF Maryland
COUNTY OF Howard

ss:

On this, the 15th day of March, 2018, before me, a Notary Public, the undersigned officer, personally appeared Jonathan Hunter, who acknowledged himself/herself to be the CEO of Department 13, a(n) corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 5/31/2021

Kelly Kalinowski
Notary Public
Kelly Kalinowski
Print Name

