

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4879481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SHOCKWATCH, INC.	03/21/2018

RECEIVING PARTY DATA

Name:	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION
Street Address:	2000 MCKINNEY AVE., SUITE 700
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	7353615
Patent Number:	8671582
Patent Number:	8234994
Patent Number:	8870453
Patent Number:	9103849
Patent Number:	8387552
Patent Number:	8863683
Patent Number:	9190229
Patent Number:	9116058
Patent Number:	9103734
Patent Number:	9217683
Patent Number:	8646401
Patent Number:	9354055
Patent Number:	9423312
Patent Number:	9502196
Patent Number:	9587998
Patent Number:	9877089
Patent Number:	D706155
Patent Number:	D706156
Application Number:	13944747

PATENT

Property Type	Number
Application Number:	15443425

CORRESPONDENCE DATA

Fax Number: (612)340-8827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6123402600

Email: coffey.krista@dorsey.com

Correspondent Name: DORSEY & WHITNEY LLP

Address Line 1: 50 SOUTH SIXTH STREET, SUITE 1500

Address Line 2: INTELLECTUAL PROPERTY DEPARTMENT - PATENTS

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: SHOCKWATCH SECURITY AGMT

NAME OF SUBMITTER: KRISTA COFFEY

SIGNATURE: /Krista Coffey/

DATE SIGNED: 03/22/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this March 21, 2018, by SHOCKWATCH, INC., a Nevada corporation (“Debtor”), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association (“Bank”).

RECITALS:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) between, MEDIA RECOVERY, INC., a Nevada corporation (“Borrower”), and Bank, Bank is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, Debtor is a subsidiary of Borrower and the extension of credit to Borrower is a substantial and direct benefit to Debtor;

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Bank that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired patents and patent applications, including the patents and patent applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of each Debtor’s rights corresponding thereto throughout the world the (“Patents”) and all licenses held by Debtor related to the Patents (the “Patent Intellectual Property Licenses”) together with the goodwill of the business symbolized by the trademarks of Debtor and all proceeds thereof; and

WHEREAS, pursuant to the Security Agreement, Debtor has agreed to execute and deliver to Bank this Patent Security Agreement.

AGREEMENT:

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Debtor hereby grants to Bank a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

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

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all indebtedness, liabilities and obligations of Debtor or Borrower to Bank, whether now existing or arising hereafter (the "Obligations"). Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor or Borrower to Bank, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving the Debtor or Borrower.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be

necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

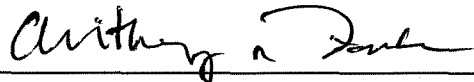
7. **CONSTRUCTION.** Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

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IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SHOCKWATCH, INC.,
a Nevada corporation

By: 
Name: Anthony N. Fonk
Title: President and Chief Executive Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Application or Patent No.	Filing or Issue Date	Title	Owner of Record
7,353,615	5/23/2007	ANTI-VIBRATION	Shockwatch, Inc.
8,671,582	6/13/2013	Tilt Indicator	Shockwatch, Inc.
8,234,994	3/9/2012	Impact Indicator	Shockwatch, Inc.
8,870,453	11/9/2010	System, method and computer program for monitoring temperature	Shockwatch, Inc.
9,103,849	5/30/2012	Impact Indicator	Shockwatch, Inc.
8,387,552	7/25/2012	Impact Indicator	Shockwatch, Inc.
8,863,683	3/9/2012	Impact Indicator	Shockwatch, Inc.
9,190,229	5/8/2013	Impact switch	Shockwatch, Inc.
9,116,058	5/30/2012	Impact Indicator	Shockwatch, Inc.
9,103,734	3/9/2012	Impact Indicator	Shockwatch, Inc.
9,217,683	5/23/2013	Impact Indicator	Shockwatch, Inc.
8,646,401	7/20/2012	Impact Indicator	Shockwatch, Inc.
9,354,055	3/15/2014	Tilt Indicator	Shockwatch, Inc.
9,423,312	10/19/2014	Impact Indicator	Shockwatch, Inc.
9,502,196	11/15/2015	Impact Switch	Shockwatch, Inc.
9,587,998	8/21/2015	Impact Indicator	Shockwatch, Inc.
20140023264	7/17/2013	Visual Indicator	Shockwatch, Inc.
9,877,089	5/12/2017	Wireless Sensor	Shockwatch, Inc.
20170245575	2/27/2017	Helmet with indicator	Shockwatch, Inc.
USD706155	10/5/2012	Tilt detector	Shockwatch, Inc.
USD706156	10/5/2012	Tilt detector	Shockwatch, Inc.