# 504913370 05/14/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4960114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
WAVETRUE, INC.	05/08/2018

## **RECEIVING PARTY DATA**

Name:	JOHN DEWEES
Street Address:	36 SYMOR DRIVE
City:	MORRISTOWN
State/Country:	NEW JERSEY
Postal Code:	07960

### **PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	6065348
Patent Number:	6298732
Patent Number:	6339333
Patent Number:	7196529
Patent Number:	7642790
Patent Number:	7940061
Patent Number:	8564303
Patent Number:	9207192

#### **CORRESPONDENCE DATA**

Fax Number:

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

Email: PRubell@Abramslaw.com

Correspondent Name: ABRAMS FENSTERMAN, ET AL. PAUL RUBELL ESQ.

Address Line 1: 3 DAKOTA DRIVE

Address Line 2: SUITE 300

Address Line 4: LAKE SUCCESS, NEW YORK 11042

NAME OF SUBMITTER:	PAUL RUBELL
SIGNATURE:	/PAUL RUBELL/
DATE SIGNED:	05/14/2018

PATENT REEL: 045796 FRAME: 0971 **Total Attachments: 1** 

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PATENT REEL: 045796 FRAME: 0972

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("<u>Agreement</u>") is made effective as of February 13, 2017 (the "<u>Effective Date</u>") and is being executed on May 8, 2018, in favor of **JOHN DEWEES**, having an office at 36 Symor Drive, Morristown, New Jersey 09640 ("<u>Secured Party</u>") by **WAVETRUE**, **INC.**, a Delaware corporation, having an office located at 174 Hudson Street, 4<sup>th</sup> Floor, New York, New York 10013 ("<u>Debtor</u>").

### **RECITALS**

This Agreement is a supplement to that certain Security Agreement, dated as of the Effective Date, between Borrower and Lender (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms and/or provisions of this Agreement and the Security Agreement, the definitions, terms and/or provisions of the Security Agreement shall control.

This Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "<u>USPTO</u>"), which sets forth Borrower's pledge of all of its intellectual property as security for the Obligations that Borrower owes and shall owe to Lender as set forth in the Security Agreement.

## **Article 1. GRANT OF SECURITY INTEREST**

Effective as of the Effective Date, Borrower hereby grants to Lender a first priority security interest in and lien in, to, and upon the following: (1) all intellectual property assets owned by the Borrower, including without limitation all patents set forth on Annex 1, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired or arising, all source code associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired or arising and (2) the properties, assets, and rights of Debtor set forth on Annex 2, attached hereto and incorporated herein by reference (collectively, the "Collateral").

# Article 2. REPRESENTATIONS; WARRANTIES; COVENANTS; MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Security Agreement are expressly restated and incorporated herein by reference as if set forth at length herein.

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