

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5081142

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY AGREEMENT AND NOTICE
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF AMERICA, N.A.	08/02/2018
RECEIVING PARTY DATA	
Name:	VECTOR TRADING (CAYMAN), L.P.
Street Address:	ONE MARKET ST.
Internal Address:	STEUART TOWER, 23RD FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	09436977
Application Number:	09479768
Application Number:	09443065
Application Number:	12414407
Application Number:	10032900
Application Number:	11768054
CORRESPONDENCE DATA	
Fax Number:	
<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:	(415) 268-7000
Email:	elopez@mofo.com
Correspondent Name:	MORRISON & FOERSTER LLP
Address Line 1:	425 MARKET ST
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	78816.3
NAME OF SUBMITTER:	EVANGELINA LOPEZ
SIGNATURE:	/Evangolina Lopez/

DATE SIGNED:	08/02/2018
Total Attachments: 6 source=Vesta_Vector - EXECUTED Security Agreement Assignment (Patents)#page1.tif source=Vesta_Vector - EXECUTED Security Agreement Assignment (Patents)#page2.tif source=Vesta_Vector - EXECUTED Security Agreement Assignment (Patents)#page3.tif source=Vesta_Vector - EXECUTED Security Agreement Assignment (Patents)#page4.tif source=Vesta_Vector - EXECUTED Security Agreement Assignment (Patents)#page5.tif source=Vesta_Vector - EXECUTED Security Agreement Assignment (Patents)#page6.tif	

ASSIGNMENT OF SECURITY AGREEMENT AND NOTICE

This Assignment of Security Agreement (this "Security Agreement Assignment"), dated as of August 2, 2018, is executed by Bank of America, N.A., as transferor (the "Transferor Secured Party"), and Vector Trading (Cayman), L.P., as transferee (the "Transferee Secured Party").

RECITALS

WHEREAS, pursuant to the Security and Pledge Agreement dated as of December 12, 2012 (as amended, modified, extended or restated from time to time, the "Security Agreement") by and among Vesta Corporation (the "Grantor"), the other obligors party thereto, and the Transferor Secured Party, in its capacity as the administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the Grantor granted a continuing security interest in, and a right to set off against, the patents and patent applications listed on Schedule A and pursuant to which Grantor and the Administrative Agent entered into and filed with the U.S. Patent and Trademark Office the Notice of Grant of Security Interest in Patents, dated as of December 13, 2012 (the "Notice").

WHEREAS, pursuant to that certain Loan Sale and Assignment Agreement, dated as of August 2, 2018, the Transferor Secured Party resigned as Administrative Agent and sold, assigned, transferred and set over to Transferee Secured Party all of Transferor Secured Party's right, title and interest in, to and under the Security Agreement and the Notice, among other things.

WHEREAS, the Transferor Secured Party and Transferee Secured Party desire to execute and deliver this Assignment of Security Agreement and the Notice for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, the Transferor Secured Party and the Transferee Secured Party agree as follows:

1. As of the date hereof, the Transferor Secured Party hereby assigns, and the Transferee Secured Party hereby assumes, all of the Transferor Secured Party's right, title and interest as Assignee under the Security Agreement and the Notice.

2. The security interest granted by the Security Agreement and the Notice includes a continuing security interest in, and a right to set off against, the patents and patent applications listed on Schedule A.

3. The Transferee Secured Party may record this Assignment with the United States Patent and Trademark Office.

4. This Security Agreement Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but

all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement Assignment by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Security Agreement Assignment.

5. This Security Agreement Assignment and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Security Agreement Assignment and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

The TRANSFEROR SECURED PARTY:

BANK OF AMERICA, N.A.

By: 

Title: Senior Vice President

The TRANSFEREE SECURED PARTY:

VECTOR TRADING (CAYMAN), L.P.,

By: _____

Title: Authorized Signatory

Consented to and Acknowledged:

The GRANTOR:

VESTA CORPORATION

By: _____

Title: _____

[Signature Page to Security Agreement Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

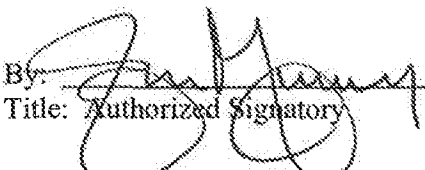
The TRANSFEROR SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Title: _____

The TRANSFEREE SECURED PARTY:

VECTOR TRADING (CAYMAN), L.P.,

By:  _____
Title: Authorized Signatory

Consented to and Acknowledged:

The GRANTOR:

VESTA CORPORATION

By: _____
Title: _____

[Signature Page to Security Agreement Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement Assignment, as of the date first above written.

The TRANSFEROR SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Title:

The TRANSFEREE SECURED PARTY:

VECTOR TRADING (CAYMAN), L.P.,

By: _____
Title: Authorized Signatory

Consented to and Acknowledged:

The GRANTOR:

VESTA CORPORATION

By: 
Name: Douglas M. Fieldhouse

Title: President

[Signature Page to Security Agreement Assignment]

Schedule A

1. REGISTERED PATENTS

Patent	Status	USPTO Application Number
<u>6404866</u>	Issued	09/436,977
<u>6516056</u>	Issued	09/479,768
<u>6535728</u>	Issued	09/443,065
<u>7979051</u>	Issued	12/414,407
<u>7242922</u>	Issued	10/032,900
<u>7539480</u>	Issued	11/768,054

2. PATENT APPLICATIONS

None

3. PATENT LICENSES

None

[Schedule A to Security Agreement Assignment]