

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5077754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
LASERMAX, INC.	03/20/2018

RECEIVING PARTY DATA

Name:	LINDA J. HOUDE
Street Address:	14060 NAUTICA COURT
City:	NAPLES
State/Country:	FLORIDA
Postal Code:	34114

PROPERTY NUMBERS Total: 50

Property Type	Number
Patent Number:	6025908
Patent Number:	6366349
Patent Number:	7069685
Patent Number:	7454860
Patent Number:	7721481
Patent Number:	7584569
Patent Number:	7818911
Patent Number:	7732767
Patent Number:	8067734
Patent Number:	8168952
Patent Number:	8322263
Patent Number:	8752465
Patent Number:	8413362
Patent Number:	8225542
Patent Number:	8458944
Patent Number:	9494385
Patent Number:	9715000
Patent Number:	8720102
Patent Number:	9207043
Patent Number:	9062932

PATENT

Property Type	Number
Patent Number:	8912492
Patent Number:	9423214
Patent Number:	9410768
Patent Number:	9448039
Patent Number:	9797682
Patent Number:	9305963
Patent Number:	9219568
Patent Number:	9864050
Patent Number:	9625671
Patent Number:	9885530
Patent Number:	9859680
Patent Number:	9559492
Patent Number:	9851578
Application Number:	15875396
Application Number:	15655347
Application Number:	14960931
Application Number:	15789591
Application Number:	15089782
Application Number:	15820914
Application Number:	15489009
Application Number:	15858041
Application Number:	15821029
Application Number:	14694431
Application Number:	15815969
Application Number:	15348646
Application Number:	15411632
Application Number:	29612128
Application Number:	15832037
Application Number:	15482165
Application Number:	15869864

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.

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Email: sandy.obrien@hrfmlaw.com

Correspondent Name: ALANA M. FUIERER

Address Line 1: 5 COLUMBIA CIRCLE

Address Line 2: HESLIN ROTHENBERG FARLEY & MESITI P.C.

PATENT

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Address Line 4:	ALBANY, NEW YORK 12203
ATTORNEY DOCKET NUMBER:	5544.001
NAME OF SUBMITTER:	ALANA M. FUJIERER
SIGNATURE:	/Alana M. Fuierer/
DATE SIGNED:	08/01/2018
Total Attachments: 8 source=5544001 security agreement (H1251659xD16FB)#page1.tif source=5544001 security agreement (H1251659xD16FB)#page2.tif source=5544001 security agreement (H1251659xD16FB)#page3.tif source=5544001 security agreement (H1251659xD16FB)#page4.tif source=5544001 security agreement (H1251659xD16FB)#page5.tif source=5544001 security agreement (H1251659xD16FB)#page6.tif source=5544001 security agreement (H1251659xD16FB)#page7.tif source=5544001 security agreement (H1251659xD16FB)#page8.tif	

CONFIRMATORY PATENT SECURITY AGREEMENT

THIS CONFIRMATORY PATENT SECURITY AGREEMENT (the "Patent Security Agreement") is made effective as of March 20, 2018, by and between LASERMAX, INC., a Delaware corporation, with an employee identification number of 16-1134050, having an address of 3495 Winton Road, Rochester, New York 14623 ("GRANTOR") and Linda J. Houde, having an office located at 14060 Nautica Court, Naples, Florida 34114 ("SECURED PARTY").

WHEREAS, GRANTOR is party to a Security Agreement effective as of March 20, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement") in favor of the SECURED PARTY pursuant to which the GRANTOR is required to execute and deliver this Patent Security Agreement;

WHEREAS, GRANTOR is the owner of the patents and patent applications, all listed on **Exhibit A** attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office (collectively, the "Patents");

WHEREAS, this Patent Security Agreement is supplemental to the provisions contained in the Agreement and has been granted in conjunction with the security interest granted to SECURED PARTY under the Agreement, and GRANTOR and SECURED PARTY by this instrument seek to confirm and make record of the grant of a security interest in the Patents;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Unless otherwise defined herein, all terms defined in the Agreement and used herein shall have the respective meaning given to them in the Agreement.

2. The Security Interest. Subject to the Permitted Liens as set forth in the Agreement and the Schedules and Exhibits thereto, all of which are junior to the lien granted hereby, the GRANTOR hereby pledges and grants to SECURED PARTY a lien and continuing security interest in and to all of GRANTOR's right, title and interest in, to and under all the following (all of the following items or types of Property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (a) Patent and patent applications as listed in **Exhibit A** attached hereto (as the same may be amended pursuant hereto from time to time), together with any reissues, continuations, continuations-in-part, divisions, renewals, modifications, or extensions thereof (collectively, referred to herein as "Patent Security Interest");
- (b) All proceeds and products of or relating to the foregoing including, without limitation, any claim or causes of action against third parties for past, present, or future infringement or breach of any Patent Security Interest, and all licenses, including any income and royalties with respect to such licenses, and to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral;
- (c) The inventions disclosed or claimed in any Patent Security Interest, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein;

- (d) The right (but not the obligation) to make and prosecute applications for such Patents or Patent Security Interests; and
- (e) To secure the payment and performance in full of all of the Obligations, the GRANTOR hereby grants, assigns, transfers and conveys to the SECURED PARTY, by way of security interest, all of the Patent Security Interest. The SECURED PARTY assumes no liability arising in any way by reason of its holding such Patent Security Interest.

3. Affirmation. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the SECURED PARTY pursuant to the Agreement and GRANTOR hereby acknowledges and affirms that the rights and remedies of the SECURED PARTY with respect to the security interest in the Patent Collateral made and granted hereby are without prejudice to and are in addition to those more fully set forth in the Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control unless the SECURED PARTY shall otherwise determine.

4. Termination. Upon the termination of the Patent Security Agreement as set forth in the Agreement, the SECURED PARTY shall, at the expense of GRANTOR, execute, acknowledge, and deliver to GRANTOR an instrument in writing in recordable form releasing the lien on and security interest in the Patent Collateral under this Patent Security Agreement and any other documents required to evidence the termination of SECURED PARTY's interest in the Patents.

5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

6. Modification. GRANTOR authorizes SECURED PARTY to modify this Patent Security Agreement, without the necessity of GRANTOR's further approval or signature, by amending **EXHIBIT A** hereto as necessary to include any additional Patent Collateral under §2(a-e) as provided for in paragraph 4 of the Agreement. GRANTOR shall give prompt notice in writing to SECURED PARTY with respect to any new Patent Collateral. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Exhibit A shall in any way affect, invalidate or detract from SECURED PARTY's continuing security interest in all Patent Collateral, whether or not listed in Exhibit A.

7. Power of Attorney. In the event of a Default that is continuing, the DEBTOR does hereby make, constitute and appoint the SECURED PARTY (and any officer or agent of the SECURED PARTY as the SECURED PARTY may select in its exclusive discretion) as the DEBTOR's true and lawful attorney-in-fact, with the power to endorse the DEBTOR's name on all applications, documents, papers and instruments necessary for the SECURED PARTY to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the SECURED PARTY to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the DEBTOR is obligated to execute and do hereunder. This power of attorney shall be irrevocable for the duration of this Patent Security Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have entered into and executed this Patent Security Agreement as of the date first above written.

DEBTOR:

LASERMAX, INC.

By: S. Houde-Walter
Susan N. Houde-Walter, President

SECURED PARTY:

LINDA J. HOUDE

Linda J. Houde

EXHIBIT A

Title	Patent No./ Pub No.	Serial No.	Filing Date	Status
ALIGNMENT OF OPTICAL ELEMENTS IN TELESCOPES USING A LASER BEAM WITH A HOLOGRAPHIC PROJECTION RETICLE	6,025,908	09/080,500	5/18/1998	Issued
APPARATUS FOR ALIGNING OPTICAL ELEMENTS IN RESPONSE TO THE DISPLAY OF A REFLECTED RETICLE IMAGE AND METHOD OF ALIGNING	6,366,349	09/499,219	2/7/2000	Issued
DIFFRACTIVE HEAD UP DISPLAY FOR FIREARMS	7,069,685	10/662,213	9/12/2003	Issued
METHOD OF SIGHTING A FIREARM WITH A DIFFRACTIVE HEAD UP DISPLAY	7,454,860	11/424,982	6/19/2006	Issued
HEAD UP DISPLAY FOR FIREARMS	7,721,481	11/932,007	10/31/2007	Issued
TARGET ILLUMINATING ASSEMBLY HAVING INTEGRATED MAGAZINE TUBE AND BARREL CLAMP WITH LASER SIGHT	7,584,569	11/207,418	8/19/2005	Issued
TARGET MARKING SYSTEM HAVING A GAS LASER ASSEMBLY AND A THERMAL IMAGER	7,818,911	11/925,351	10/26/2007	Issued
TARGET MARKER HAVING QUANTUM CASCADE LASER FOR THERMALLY MARKING A TARGET	7,732,767	11/464,094	8/11/2006	Issued
TARGET MARKER HAVING QUANTUM CASCADE LASER FOR THERMALLY MARKING A TARGET	8,067,734	12/779,250	5/13/2010	Issued

TARGET MARKER HAVING QUANTUM CASCADE LASER FOR THERMALLY MARKING A TARGET	8,168,952	13/240,435	9/22/2011	Issued
LASER WEAPON SYSTEM AND METHOD	8,322,263	12/274,754	11/20/2008	Issued
LASER WEAPON SYSTEM AND METHOD	8,752,465	13/692,620	12/3/2012	Issued
MOUNTING RAIL ASSEMBLY FOR FIREARMS	8,413,362	12/504,444	7/16/2009	Issued
FIREARM ASSEMBLY	8,225,542	12/504,462	7/16/2009	Issued
FIREARM ASSEMBLY	8,458,944	13/555,883	7/23/2012	Issued
ENCODED SIGNAL DETECTION AND DISPLAY	9,494,385	12/831,907	7/7/2010	Issued
ENCODED SIGNAL DETECTION AND DISPLAY		15/875,396	1/19/2018	Pending
SYSTEM AND METHOD FOR FRIEND OR FOE IDENTIFICATION	9,715,000	13/053,993	3/22/2011	Issued
SYSTEM AND METHOD FOR FRIEND OR FOE IDENTIFICATION		15/655,347	7/20/2017	Pending
TARGET MARKING SYSTEM	8,720,102	13/229,124	9/9/2011	Issued
TARGET MARKING SYSTEM	9,207,043	14/266,877	5/1/2014	Issued
TARGET MARKING SYSTEM		14/960,931	12/7/2015	Pending
THERMAL MARKING SYSTEMS AND METHODS OF CONTROL	9,062,932	13/271,924	10/12/2011	Issued
THERMAL CATADIOPTRIC LENS	8,912,492	13/405,914	2/27/2012	Issued
THERMAL CATADIOPTRIC LENS	9,423,214	14/571,269	12/15/2014	Issued
THERMAL MARKING SYSTEMS AND METHODS OF CONTROL	9,410,768	14/746,171	6/22/2015	Issued
THERMAL MARKING SYSTEMS AND METHODS OF CONTROL	9,448,039	14/862,870	9/23/2015	Issued

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THERMAL MARKING SYSTEMS AND METHODS OF CONTROL	9,797,682	15/243,545	8/22/2016	Issued
THERMAL MARKING SYSTEMS AND METHODS OF CONTROL		15/789,591	10/20/2017	Pending
MARKING SYSTEM AND METHOD	9,305,963	13/440,185	4/5/2012	Issued
MARKING SYSTEM AND METHOD		15/089,782	4/4/2016	Pending
SYSTEM & METHODS FOR INTERACTION WITH THERMAL DETECTORS	9,219,568	14/209,522	3/13/2014	Issued
SYSTEM & METHODS FOR INTERACTION WITH THERMAL DETECTORS	9,864,050	14/976,951	12/21/2015	Issued
SYSTEM & METHODS FOR INTERACTION WITH THERMAL DETECTORS		15/820,914	11/22/2017	Pending
LASER MODULE AND SYSTEM	9,625,671	14/521,561	10/23/2014	Issued
LASER MODULE AND SYSTEM		15/489009	4/17/2017	Pending
DETERRENT DEVICE COMMUNICATION SYSTEM	9,885,530	14/583,245	12/26/2014	Issued
DETERRENT DEVICE COMMUNICATION SYSTEM		15/858,041	12/29/2017	Pending
SHOCK RESISTANT LASER MODULE	9,859,680	14/570,414	12/15/2014	Issued
SHOCK RESISTANT LASER MODULE		15/821,029	11/22/2017	Pending
LASER CORE HAVING CONDUCTIVE MASS ELECTRICAL CONNECTION		14/694,431	4/23/2015	Pending
LASER SYSTEM WITH REDUCED SPECKLE	9,559,492	14/601,782	1/21/2015	Issued
ADAPTIVE PARTICLE PROJECTION PATH INDICATOR	9,851,578	15/004363	1/21/2016	Issued
ADAPTIVE PARTICLE PROJECTION PATH INDICATOR		15/815,969	11/17/2017	Pending
INFRARED LASER SYSTEM		15/348,646	11/10/2016	Pending

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COMPACT DYNAMIC HEAD UP DISPLAY		15/411,632	1/20/2017	Pending
Army Laser Design		29/612,128	7/28/2017	Pending
BEACON (UTILITY)		15/832,037	12/5/2017	Pending
AIM ENHANCING SYSTEM (ARMY PISTOL)		15/482,165	4/7/2017	Pending
FLEXIBLE BEACON SYSTEM		15/869,864	1/12/2018	Pending

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