

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5322326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALCOHOL MONITORING SYSTEMS, INC.	12/21/2018
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	800 NICOLLET MALL
Internal Address:	BC-MN-H03Q
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9829480
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NAME OF SUBMITTER:	JODY L. BURTNER, SENIOR PARALEGAL
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	01/11/2019
Total Attachments: 3	
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Confirmatory Grant of Security Interest in Patents

This Confirmatory Grant of Security Interest in Patents (this "Confirmatory Grant") is made effective as of December 21, 2018, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

WHEREAS, the Grantor has granted security interests to the Secured Party under that certain Patent Security Agreement, dated as of December 16, 2014 (as amended, restated, or otherwise modified, the "Patent Security Agreement");

WHEREAS, the Grantor owns the patent (the "Patents") listed on Schedule A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Patent Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Patent Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Patent Security Agreement, the provisions of the Patent Security Agreement shall govern.

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. All capitalized terms not defined herein shall have the respective meaning given to them in the Patent Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full (or cash collateralization in a manner reasonably acceptable to the Secured Party) of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Patents acquired under this Confirmatory Grant.

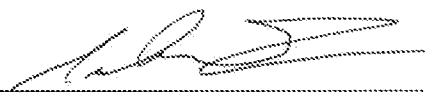
(b) The Grantor hereby grants to the Secured Party a security interest in all of the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

3) Governing Law and Construction. **THE VALIDITY, CONSTRUCTION, AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Patents as of the date first written above.

GRANTOR:

ALCOHOL MONITORING SYSTEMS, INC.

By: 
Michael Hams
Chief Executive Officer

Confirmatory Grant of Security Interest in Patents

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Title	Application No.	Filing Date	Patent No.	Issue Date
Remote Breath Alcohol Monitor	14/658,593	3/16/2015	9,829,480	11/28/2017