

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5345517

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	LIBRE WIRELESS TECHNOLOGIES, INC.	01/23/2019
RECEIVING PARTY DATA		
Name:	INIZIO CAPITAL LLC	
Street Address:	ONE PENN PLAZA, SUITE 2508	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10119	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	9578511	
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:	2125476694	
Email:	ychen@ambizlaw.com	
Correspondent Name:	YONG CHEN	
Address Line 1:	ONE PENN PLAZA, SUITE 2508	
Address Line 4:	NEW YORK, NEW YORK 10119	
NAME OF SUBMITTER:	YONG CHEN	
SIGNATURE:	/Yong Chen/	
DATE SIGNED:	01/28/2019	
Total Attachments: 12		
source=Libre-Security-redacted#page1.tif		
source=Libre-Security-redacted#page2.tif		
source=Libre-Security-redacted#page3.tif		
source=Libre-Security-redacted#page4.tif		
source=Libre-Security-redacted#page5.tif		
source=Libre-Security-redacted#page6.tif		
source=Libre-Security-redacted#page7.tif		

source=Libre-Security-redacted#page8.tif
source=Libre-Security-redacted#page9.tif
source=Libre-Security-redacted#page10.tif
source=Libre-Security-redacted#page11.tif
source=Libre-Security-redacted#page12.tif

This Intellectual Property Security Agreement (this "Agreement") is made as of January 23, 2019 by and among,

(a) Libre Wireless Technologies, Inc., a Delaware corporation (the "Company");

(b) [REDACTED] together with the Company, collectively the "Borrower", or the "Grantor")

(c) Inizio Capital LLC, a Cayman Islands limited liability company (the "Lender" or the "Secured Party")

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of each Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interests: As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or India, or any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or India, any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or India, any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9- 408(a) of the

UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term “Collateral” shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- (a) Each Grantor has rights (as defined in the UCC) in the Collateral, except for permitted liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for permitted liens and except for transfers otherwise permitted under the Loan Agreement;
- (c) To its knowledge, each of the material Patents is valid and enforceable, and no material part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any material part of the Collateral violates the rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;
- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, (ii) detect infringements of the Trademarks, Patents and Copyrights material to Grantor's business and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights material to Grantor's business to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;
- (f) Grantor shall apply for registration (to the extent registerable and not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B, C and hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests.

Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest. (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default.

The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to a responsible officer of Grantor.

5. General Provisions

Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES, INCLUDING SUCH PRINCIPLES UNDER THE LAWS OF THE STATE OF NEW YORK.

VENUE: SHOULD ANY LEGAL ACTION BE COMMENCED WITH RESPECT TO THIS AGREEMENT, THE PARTIES HERETO HEREBY CONSENT TO THE PERSONAL JURISDICTION OF THE UNITED STATES FEDERAL SOUTHERN DISTRICT COURT OF NEW YORK. By executing and delivering this Agreement, each party hereto (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

Waiver of Jury Trial THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matters herein. This Agreement supersedes all prior agreements or understandings (whether oral or written), if any, between the parties with respect to such subject matters.

Incorporation by Reference. The preamble, recitals and exhibits hereof are incorporated by reference and shall be deemed fully as integral parts of this Agreement as if set forth herein in full.

Severability. The illegality, invalidity or unenforceability of any provision of this Agreement shall not render any other provision hereof or this Agreement illegal, invalid, or unenforceable.

Assignment. The Lender shall have the right to assign its rights hereunder and under the Note to any third party.

IN WITNESS WHEREOF, the parties identified herein have executed this Agreement on the date first above written.

LENDER/SECURED PARTY:

INIZIO CAPITAL LLC



Name: Helge Kristensen
Title: Director

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties identified herein have executed this Agreement on the date first above written.

LENDER/SECURED PARTY:

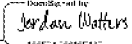
INIZIO CAPITAL LLC

Name:

Title:

BORROWER/GRANTOR:

Libre Wireless Technologies, Inc.

 _____
Digitally signed by Jordan Watters

Name: Jordan Watters

Title: Authorized Representative

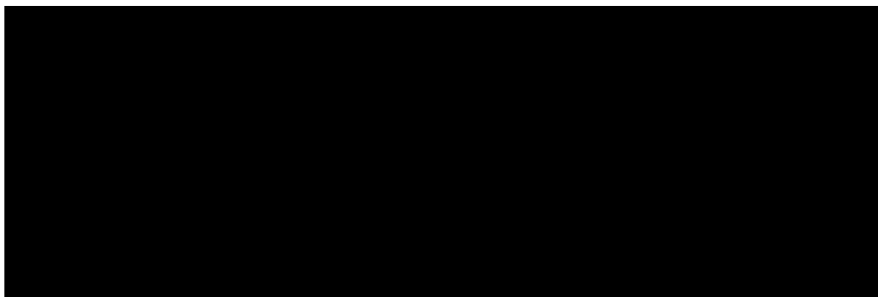


Exhibit A

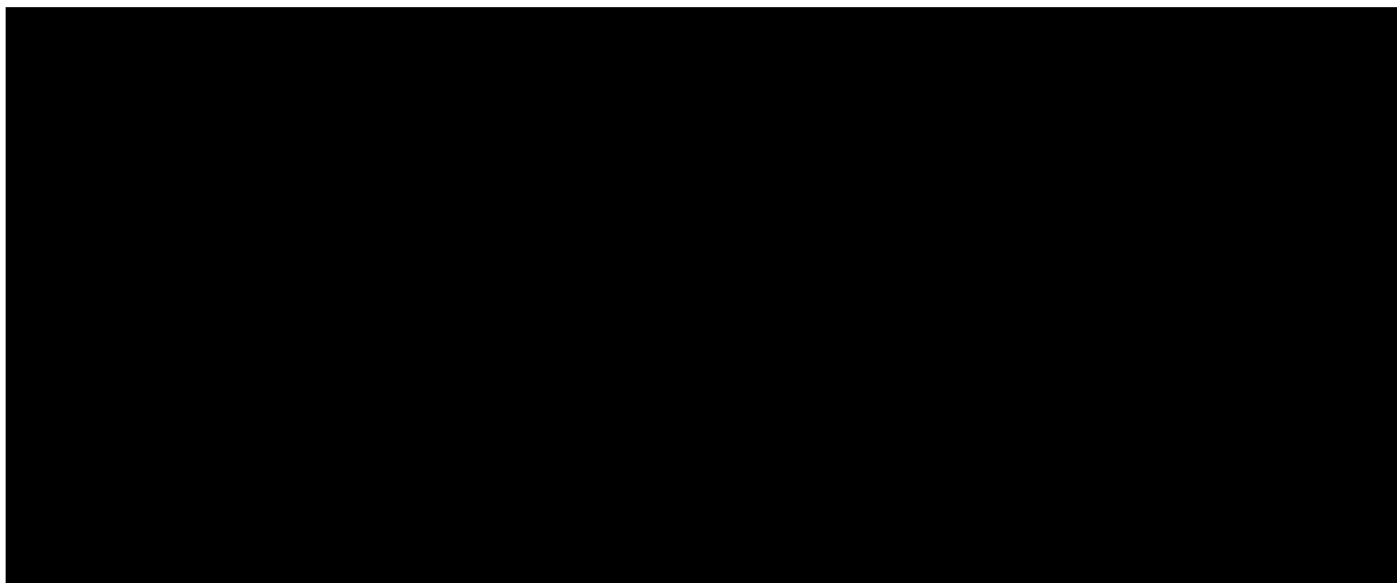


Exhibit B**Patents**

The following patents, patent applications and patentable, etc.

#	TITLE		INVENTORS	APPLICATION #	FILING DATE	PATENT #	STATUS
1	Systems and Techniques for Wireless Device Configuration	US	Kashef , Hooman	14/788,741	6/30/2014	#9578511	Granted
			Bojan, Hari				
			Watters, Jordan				
2	Dynamic Direct Multinode (DDM) Wireless Network	US	Kashef , Hooman	15/332,188	10/24/2016		Pending
			Bojan, Hari				
			Watters, Jordan				
3	Multiple Wireless Node Connectivity and Network Topology	US	Kashef , Hooman	62/381,723	8/31/2016		Converted
			Bojan, Hari				
			Watters, Jordan				
4	Networked One-Touch Configurable Audio-Visual Devices	US	Kashef , Hooman	15/332,280	10/24/2016		Pending
			Bojan, Hari				
			Watters, Jordan				
5	Multiprotocol Audio/Voice Internet-Of-Things Devices and Related System	US	Kashef , Hooman	15/788,201	10/19/2017		Pending
6	Multiprotocol Audio/Voice Internet-Of-Things Devices and Related System	EPO	Kashef , Hooman	EP18199033.4	10/8/2018		Pending

7	Multiprotocol Audio/Voice Internet-Of-Things Devices and Related System	Japan	Kashef , Hooman	2018-191264	10/9/2018		Pending
8	Internet-Of-Things Devices and Related Methods for Performing In-Call Interactions	US	Kashef , Hooman	15/788,642	10/19/2017		Pending
9	Internet-Of-Things Devices and Related Methods for Performing In-Call Interactions	EPO	Kashef , Hooman	EP18199037.5	10/8/2018		Pending
10	Internet-Of-Things Devices and Related Methods for Performing In-Call Interactions	Japan	Kashef , Hooman	2018-191256	10/9/2018		Pending
11	Libre Multiroom using Access Point centric design APMS						Being prepared
12	Multi source streaming and multiroom (USB, I2S, BT, WiFi) (Spec and code)						Being prepared
13	Multistream streaming from a USB flash/storage (Spec and code)						Being prepared
14	Dual concurrent wifi multi channel streaming LS9DC (Spec, code and HW design)						Being prepared
15	Tunable delay multiroom solution (code)						Being prepared

16	Integration of Amazon Comms and DECT telephony system (Spec and code)						Being prepared
17	Voice built-in and Zigbee bridging and control (demo code)						Being prepared
18	Voice built-in and Infra-red bridging and control (demo code)						Being prepared
19	Mixed streaming system including multi-channel and multi-room system combined (under development for AP) (Spec and code)						Being prepared
20	Full amazon AVS solution in a headphone, headset application (Spec, code, HW design)						Being prepared

Exhibit C

Trademarks

TRADEMARKS				
Description	Date	Country	Filing #	Status
"LIBRESYNC"	13-Oct-14	US	Serial No. 86,421,989	
"LIBRE"	12-Jul-13	US	Serial No. 86,009,331	
"MAVID"	17-Jun-17	US, CHINA, JAPAN, EPO	Serial No. 87,493,220	Allowed (US), Registered (EOR & Japan), Pending (China)