

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5536688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LIEN
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
M&K HOLDINGS INC.	05/08/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CORNERSTONEIP CO. LTD.
<b>Street Address:</b>	68, SAEMUNAN-RO, JONGNO-GU
<b>City:</b>	SEOUL
<b>State/Country:</b>	KOREA, REPUBLIC OF
<b>Postal Code:</b>	03184
<b>PROPERTY NUMBERS Total: 33</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9100651
Patent Number:	9197897
Patent Number:	9237348
Patent Number:	9197895
Patent Number:	9191673
Patent Number:	9197896
Patent Number:	9307246
Patent Number:	9451263
Patent Number:	9438919
Patent Number:	9467702
Patent Number:	9445099
Patent Number:	9319715
Patent Number:	9584826
Patent Number:	9584827
Patent Number:	9584828
Patent Number:	9584829
Patent Number:	9554154
Patent Number:	9491478
Patent Number:	9716886
Patent Number:	9918087

PATENT

Property Type	Number
Patent Number:	9924186
Patent Number:	9918086
Patent Number:	9544611
Patent Number:	9894380
Patent Number:	9877039
Patent Number:	9955180
Patent Number:	10015516
Patent Number:	9113163
Patent Number:	9432689
Patent Number:	9549198
Patent Number:	9473789
Patent Number:	9467713
Patent Number:	9451279

#### CORRESPONDENCE DATA

**Fax Number:** (425)348-3299

*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:** docketing@ampacc.com

**Correspondent Name:** AMPACC LAW GROUP PLLC

**Address Line 1:** 6100 219TH ST SW, STE 580

**Address Line 4:** MOUNTLAKE TERRACE, WASHINGTON 98043

**ATTORNEY DOCKET NUMBER:** 099EN0001

**NAME OF SUBMITTER:** SEOKHEE LEE

**SIGNATURE:** /Seokhee Lee/

**DATE SIGNED:** 05/22/2019

#### Total Attachments: 7

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## **SECURITY AGREEMENT REGARDING PATENT RIGHTS**

This security agreement regarding patent rights (hereinafter referred to as "this Agreement"), made as of May 8, 2019 by and between M&K Holdings INC., a Korean corporation ("Debtor") and, CornerstoneIP CO. Ltd., a Korean corporation ("Creditor"), is the English version of the part of the original security agreement regarding patent rights dated as of April 3, 2019 (hereinafter referred to as "the Original Agreement")

### **Preamble**

1. On April 3, 2019, the parties entered into a loan agreement (hereinafter referred to as "the Loan Agreement," including any subsequent amendments or additions) in order for the Debtor to take out a loan for the business from the Creditor.

2. The Debtor intends to set the pledge right over the Collateral (defined below) owned by the Debtor to secure the Liabilities (defined below) which the Debtor bears to the Creditor under the Loan Agreement.

### **Article 1 (Definition)**

The terms used in this Agreement shall have the meanings specified below unless otherwise defined in this Agreement.

(1) The term, "the Collateral" means patent rights owned by the Debtor as of the date of the conclusion of this Agreement and the specific specification thereof is the same as Exhibit 1.

(2) "The Liabilities" means the obligation of the Debtor to the Creditor, which includes the loan and its interest that the Debtor bears or will bear to the Creditor under the

Loan Agreement.

#### **Article 2 (Establishment of Pledge Right)**

(1) The Debtor shall establish the pledge right over the Collateral in order to secure the Liabilities within the security limits defined by the Loan Agreement for the sake of the Creditor and the Creditor shall acquire the pledge right in accordance with this Agreement.

(2) The Debtor shall perform any of the following on the date of this Agreement.

① The Debtor shall establish the pledge right over the patent right designated by the Creditor under the name of the Creditor at the same time as this Agreement is made, register the establishment of the pledge right on the US patent record for the sake of the Creditor.

② The Debtor shall take every measure necessary for the preparation of the certificate or any others the Creditor demands within the reasonable scope in order to preserve the establishment of the pledge right or to preserve the pledge right which was already been given or is to be given to the Creditor and have requisites for counteraction under this Agreement other than the particulars prescribed in Article 2 (1).

#### **Article 3 (Scope of Pledge Right)**

(1) The pledge right over the Collateral under this Agreement shall have effect on all profits, something replaceable or the equivalents which are acquired or are to be acquired by the Debtor as a patent holder.

(2) The Creditor shall not bear the obligation or responsibility as a patent holder as for the acquisition, exercise, and execution of the pledge right under this Agreement unless otherwise specified in this Agreement.

#### Article 4 (Execution of Pledge Right)

(1) If the Debtor is obliged to execute the Liabilities to the Creditor due to the arrival of the due date or loss of period benefit (including the Default stated in the Loan Agreement), the Creditor shall retain the authority to exercise all rights and authority he/she has over the Collateral in an appropriate way at an appropriate time he/she determines and the right and authority thereof shall include the following but shall not be limited to.

① The Creditor may exercise all rights and authority over the Collateral within the maximum extent permitted by the laws such as the patent law and the Debtor shall agree to cooperate and take every necessary measure for the Creditor to exercise the above rights.

② The Creditor may apply the money or object which is to be offered to the Debtor as the patent holder to the payment of the Liabilities by directly receiving the money or object at a time when the Debtor may receive.

③ The Creditor shall directly acquire the right to the Collateral, or have the right to transfer or dispose it to a third party, or have the right to establish the security right over the Collateral depending on the conditions decided by the Creditor reasonably. In this case, the Creditor or a third party shall acquire the complete right which excludes any rights or claims that the Debtor has over the Collateral.

(2) In the case of execution of the security right pursuant to paragraph (1), the Creditor shall notify the Debtor of the details thereof immediately. However, the Creditor may consult the trustee regarding the exercise of right pursuant to paragraph (1), if necessary.

**Article 5 (Maintenance of Security Value)**

The Debtor shall not engage in any act of disposal or damage to the right of the Creditor including the transfer of the Collateral to a third party or the security establishment. However, in case there is a prior written permission from the lender, the transfer or disposal may be allowed.

**Article 6 (Statement, Guarantees and obligations of Creditor)**

(1) Throughout the duration of this Agreement, the Debtor shall not exercise voting rights of allowing the Collateral to get wiped out without a prior written consent of the Creditor and shall not carry out any activity that hinders the exercise of the Creditor's rights with the ways including the transfer of the Collateral to a third party, the security provision, the disposal in other methods, or making the pledge right invalid or unenforceable.

(2) In the event that the Debtor acquires additional investment shares of the patent right in relation to the Collateral due to any reasons such as increase in capital, the Debtor shall, without delay, establish the pledge right over the patent right which is acquired additionally for the sake of the Creditor by making the same details of Article 2 stated and the provisions of this Agreement shall apply here.

**Article 7 (Duration of Pledge Right)**

(1) The duration of the pledge right shall be from the date of the conclusion of this Agreement until when the Liabilities are completely reimbursed.

(2) In the event of expiration of the duration of the pledge right pursuant to paragraph (1), the Creditor shall terminate the pledge right established over the Collateral immediately. In the event of the termination of the pledge right likewise, the Creditor shall

take necessary measures to terminate the pledge right including the provision of the necessary documents and execute the requests made by the Debtor to terminate the pledge right.

**Article 8 (Relations with Other Secured Arrangements)**

The guarantee or security separately provided by the Debtor or a third party for the same Liabilities to the Creditor shall not be altered by this Agreement. In case the Debtor or a third party provides the guarantee or security in the future apart from this Agreement, the same shall apply.

**Article 9 (Compensation for Damages)**

Any party that breaches this Agreement shall indemnify the other party for any damages suffered thereby.

**Article 10 (Governing Law and Dispute Resolution)**

(1) All matters related to this Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea, and any matters not prescribed in this Agreement shall be governed by the relevant laws and general business practices.

**Article 11 (Partial Invalidity, etc.)**

Even if one or more of the provisions set forth in this Agreement or in documents made in connection therewith are invalid, illegal or unenforceable under the laws and regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. But if the dispute is not resolved despite such consultation, the Seoul Central District Court shall be a court of original jurisdiction.

**Article 12 (Others)**

(1) The costs related to the establishment and cancellation pursuant to this

Agreement shall be equally borne by the parties and all the costs related to the execution of the pledge right by the Creditor shall be borne by the Debtor.

(2) The limits of costs borne by the Debtor and the other matters not specified in this Agreement shall be governed by the relevant provisions of the Loan Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CREDITOR:

CornerstoneIP CO. Ltd

By: Choi Hyo Sun

Title: CEO

DEBTOR:

M&K Holdings INC.

By: Won Kook MIN

Title: CEO



## Exhibit 1

Our Ref.	Application No.	Filing Date	Patent No.	Issue Date
<b>164US</b>	13/624,753	2012.09.21	9100651	2015.08.04
US-DIV01	14/687,541	2015.04.15	9197897	2015.11.24
US-DIV02	14/687,338	2015.04.15	9237348	2016.01.12
US-DIV03	14/687,354	2015.04.15	9197895	2015.11.24
US-DIV04	14/687,482	2015.04.15	9191673	2015.11.17
US-DIV05	14/687,424	2015.04.15	9197896	2015.11.24
<b>173US</b>	13/624,852	2012.09.21	9307246	2016.04.05
US-DIV03	14/929,567	2015.11.02	9451263	2016.09.20
US-DIV04	14/929,544	2015.11.02	9438919	2016.09.06
US-DIV05	14/929,589	2015.11.02	9467702	2016.10.11
US-DIV06	14/929,602	2015.11.02	9445099	2016.09.13
<b>174US</b>	13/624,826	2012.09.21	9319715	2016.04.19
US-DIV01	15/067,312	2016.03.11	9584826	2017.02.28
US-DIV02	15/067,355	2016.03.11	9584827	2017.02.28
US-DIV03	15/067,383	2016.03.11	9584828	2017.02.28
US-DIV04	15/067,424	2016.03.11	9584829	2017.02.28
US-DIV05	15/067,473	2016.03.11	9554154	2017.01.24
<b>236US</b>	13/624,844	2012.09.21	9491478	2016.11.08
US-DIV01	15/189,219	2016.06.22	9716886	2017.07.25
US-DIV05	15/189,485	2016.06.22	9918087	2018.03.13
US-DIV06	15/189,452	2016.06.22	9924186	2018.03.20
US-DIV07	15/189,374	2016.06.22	9918086	2018.03.13
<b>237US</b>	13/624,864	2012.09.21	9544611	2017.01.10
US-DIV05	15/364,889	2016.11.30	9894380	2018.02.13
US-DIV06	15/365,023	2016.11.30	9877039	2018.01.23
US-DIV07	15/365,175	2016.11.30	9955180	2018.04.24
US-DIV09	15/365,491	2016.11.30	10015516	2018.07.03
<b>238US</b>	13/624,814	2012.09.21	9113163	2015.08.18
US-DIV01	14/812,157	2015.07.29	9432689	2016.08.30
US-DIV02	15/062,357	2016.03.07	9549198	2017.01.17
US-DIV03	15/062,422	2016.03.07	9473789	2016.10.18
US-DIV04	15/062,487	2016.03.07	9467713	2016.10.11
US-DIV05	15/062,534	2016.03.07	9451279	2016.09.20

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