

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5682818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EMERSON PARTNERS	02/17/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EVRYX TECHNOLOGIES, INC.
<b>Street Address:</b>	2445 EAST DEL MAR BLVD., SUITE 416
<b>City:</b>	PASADENA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91107
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7016532
Patent Number:	7477780
Patent Number:	7680324
Patent Number:	7403652
Patent Number:	7565008
Patent Number:	7899243
Patent Number:	7881529
Patent Number:	7899252
Patent Number:	8130242
Patent Number:	7564469
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)943-8358
<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>	
<b>Phone:</b>	949-943-8300
<b>Email:</b>	tlightman@fishiplaw.com
<b>Correspondent Name:</b>	FISH IP LAW, LLP
<b>Address Line 1:</b>	2603 MAIN STREET, SUITE 1000
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	101044.01US1-9 & 09US1-2

<b>NAME OF SUBMITTER:</b>	TOMAS A. PRIETO
<b>SIGNATURE:</b>	/Tomas A. Prieto/
<b>DATE SIGNED:</b>	08/22/2019
<b>Total Attachments: 4</b> source=Emerson_Partners#page1.tif source=Emerson_Partners#page2.tif source=Emerson_Partners#page3.tif source=Emerson_Partners#page4.tif	

## RELEASE

This RELEASE (this "*Agreement*") is made and entered into by and between EVRYX TECHNOLOGIES, INC., a California corporation ("*Company*") and EMERSON PARTNERS ("*Creditor*"), as of February 17, 2011 (the "*Effective Date*").

### WITNESSETH

WHEREAS, the Company and Creditor are parties to that certain Securities Purchase Agreement dated October 6, 2009, dated October 6, 2009 issued to Creditor thereunder, Subsidiary Guarantee dated October 6, 2009, and Security Agreement dated October 6, 2009 (collectively, the "*Loan Agreements*") pursuant to which the Company is indebted to Creditor in the aggregate amount, including all principal and interest accrued to February 23, 2011, of \$ (the "*Debt*").

WHEREAS, Company and Creditor wish to enter into a mutual release and settlement in connection with *Debt*.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PAYMENT.** Creditor acknowledges that receipt from or on behalf of the Company of funds in the amount of \$ by wire transfer of such amount to the account referenced on EXHIBIT A, attached hereto, not later than February 23, 2011, shall constitute full and complete payment of the Debt. The parties understand and agree that this Agreement constitutes an accord and satisfaction with regard to the Debt. In other words, by executing this Agreement, Creditor agrees that this is the full and complete of the Debt and Creditor understands and agrees that it is not entitled to any further payments in connection with the Debt. Company understands and agrees that, upon making the payment set forth in this Section 1, any and all liability in connection with the Debt will be extinguished.

2. **CANCELLATION AND RETURN OF NOTES.** Creditor agrees to promptly provide the Company the original of Creditor marked "paid in full" for cancellation thereof following the payment referenced in Section 1 is received by Creditor.

3. **RELEASE OF CLAIMS.** The following release shall be effective upon receipt by the Creditor of the payment in Section 1 from or on behalf of the Company. In consideration of the payment referenced in Section 1 above by or on behalf of the Company, Creditor, on behalf of itself and each of its affiliates, successors and assigns, (collectively, the "*Releasers*") hereby releases, forever discharges and covenants not to sue the Company, its guarantors, its successors, its subsidiaries, its parent or any of its or their respective representatives, directors, officers, attorneys, agents, employees, affiliates, stockholders, controlling persons, subsidiaries, successors, and assigns (collectively, the

“*Releasees*”) from and with respect to any and all claims, dues and demands, proceedings, causes of action, orders, obligations, contracts and agreements, debts and liabilities of any nature whatsoever at law or in equity, which any Releasor now has, has ever had or may hereafter have against any Releasee arising out of, relating to or in connection with the Loan Agreements. Creditor acknowledges and agrees that upon full payment referenced in Section 1 above to Creditor, any and all obligations of the Guarantors (as defined in Subsidiary Guarantee dated October 6, 2009) shall be released and forever discharged.

**4. RELEASE OF SECURITY INTEREST AND LIENS.** Creditor acknowledges and agrees that, pursuant to Section 14 of the Security Agreement dated October 6, 2009, upon full payment referenced in Section 1 above to Creditor, Creditor’s security interest in the Collateral (as defined in such agreement) shall terminate and all rights to the Collateral shall revert to the Company, and any security interests or liens (“*Encumbrances*”) that Creditor may have placed on the assets and property of Company shall upon receipt of such payment automatically be deemed released. To that end, Creditor agrees to execute and deliver such documents and perform such other acts as Company may reasonably request in connection with the removal of any such Encumbrances. To the extent that Creditor does not promptly cooperate with Company in removing such Encumbrances, Creditor hereby appoints Company as attorney-in-fact to sign any documents necessary for the removal of Encumbrances including a UCC-3 financing statement.

**5. SECTION 1542 WAIVER.** The parties acknowledge that each has read and understands Section 1542 of the Civil Code of the State of California, which reads as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The parties hereby expressly waive and relinquish all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to the release granted in this Agreement.

**6. APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the California, without regard to the conflicts of laws principles of the State of California.

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

CREDITOR

EVERYX TECHNOLOGIES, INC.  
a California corporation

*Steven Emerson*

By: *Bernard G Frieder*

By: EMERSON PARTNERS

By: \_\_\_\_\_

Name: *Steven Emerson*

Name: Bernard G Frieder

Title: *authorized trader*

Title: President & CEO (interim)

[Cross-Receipt and Release of Senior Secured Debenture]

**EXHIBIT A**

**Wiring Instructions**