

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6445748

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| THOMAS J. SHEPERAK | 09/14/2020 |
| RECEIVING PARTY DATA | |
| Name: | VSE, INC. |
| Street Address: | 1000 NORTHBROOK DRIVE |
| City: | FEASTERVILLE-TREVOSE |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19053 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Patent Number: | 9993282 |
| Application Number: | 61485747 |
| Application Number: | 16003550 |
| PCT Number: | US2012037249 |
| Application Number: | 16272416 |
| Application Number: | 62629929 |
| PCT Number: | US2019017631 |
| 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: | 4844442262 |
| Email: | jennifer.chungo@fisherbroyles.com |
| Correspondent Name: | FISHERBROYLES, LLP |
| Address Line 1: | 1650 MARKET STREET |
| Address Line 2: | 36TH FLOOR |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 |
| ATTORNEY DOCKET NUMBER: | VSE, INC. |
| NAME OF SUBMITTER: | STEPHEN DRISCOLL |
| SIGNATURE: | /Stephen Driscoll/ |
| DATE SIGNED: | 12/11/2020 |

PATENT

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("**Patent Security Agreement**"), dated as of September 14, 2020, is made by and between Thomas J. Sheparak, an adult individual (the "**Maker**") in favor of VSE, Inc., a Pennsylvania corporation (the "**Secured Party**").

WHEREAS, the Maker is executing and delivering this Patent Security Agreement as a condition precedent to the Secured Party's making of a certain loan and to secure the Maker's obligations under that certain Promissory Note of even date in the principal amount of \$28,318 (the "**Note**" or the "**Secured Obligations**");

WHEREAS, under the terms of this Patent Security Agreements, the Maker has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Maker, and agreed to execute and deliver this Patent Security Agreements for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Maker hereby pledges and grants to the Secured Party a security interest in and to all of the Maker's right, title, and interest in, to, and under the following (the "**Patent Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of the Maker accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Maker authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreements upon request by the Secured Party.

3. The Maker's Representations and Warranties. The Maker represents and warrants to the Secured Party, intending that the Secured Party rely thereon, as follows:

(a) At the time the Patent Collateral becomes subject to the lien and security interest created by this Patent Agreement, the Maker will be the sole, direct, legal and beneficial owner the Patent Collateral, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement.

(b) The Maker has full power, authority and legal right to pledge the Patented Collateral pursuant to this Agreement.

(c) The pledge of the Patented Collateral pursuant to this Patent Security Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(d) The execution and delivery of the Guaranty and this Patent Security Agreement by the Maker and the performance by the Maker of his obligations thereunder and hereunder, do not and will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Maker or any of its property, or the organizational or governing documents of the Maker or any agreement or instrument to which the Maker is party or by which it or its property is bound.

(e) The Patent Collateral is (i) used and useful in Borrower's business and (ii) the only patents necessary or advisable to enable Borrower to conduct business

(f) No representation or warranty by the Maker in this Patent Security Agreement, and no statement by or on behalf of the Maker or Borrower, including any statement contained in any other agreement, certificate or document furnished or to be furnished to the Secured Party pursuant to this Patent Security Agreement or in connection with any of the transactions contemplated herein contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

4. The Maker's Covenants. The Maker covenants as follows:

(a) The Maker will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Patent Collateral or any interest therein except as expressly provided for in the Collateral Assignment of Patents by and between the Maker and the Secured Party. Provided,

however, Secured Party consents to the assignment of the Patent Collateral to PDEB Platform, Ltd.

5. Remedies Upon Default.

(a) If any Event of Default (as defined in the Note) shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Maker, may assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation or example, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Maker at its notice address as provided in the Note ten days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law.

(b) Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, the Maker waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. The Maker hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. The Maker agrees that it would not be commercially unreasonable for the Secured Party to dispose of the Collateral or any portion thereof by utilizing internet sites that provide for the auction of assets of the type included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets.

6. No Waiver and Cumulative Remedies. The Secured Party shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law

7. Security Interest Absolute. The Maker hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Secured Party and liens and security interests hereunder, and all Secured Obligations of the Maker hereunder, shall be absolute and unconditional irrespective of:

- (a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;
- (b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Loan Agreement, this Agreement or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;
- (c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;
- (d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;
- (e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;
- (f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Maker against the Secured Party; or
- (g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Maker or otherwise operate as a defense available to, or a legal or equitable discharge of, the Maker or any other the Maker, the Maker or surety.

(h) Notwithstanding anything to the contrary hereunder, Secured Party shall not be entitled to enforce its security interest or exercise any of its remedies hereunder until and Event of Default has occurred.

8. Continuing Security Interest: Further Actions. This Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Maker, its successors and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns; *provided that* the Maker may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party. Without limiting the generality of the foregoing clause (c), any assignee of the Secured Party's interest in any agreement or document that includes all or any of the Secured Obligations shall, upon assignment become vested with all the benefits granted to the Secured Party herein with respect to such Secured Obligations.

9. Various Documents. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Guaranty, this Patent Security Agreement and any related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

10. Execution in Counterparts. This Patent Security Agreements may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreements by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreements.

11. Successors and Assigns. This Patent Security Agreements will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. Governing Law. This Patent Security Agreements and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Patent Security Agreements and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

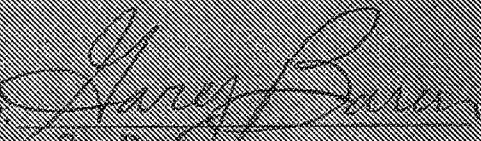
IN WITNESS WHEREOF, the Maker has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE MAKER

By 
Name: Thomas J. Sheparak, an adult individual

AGREED TO AND ACCEPTED:

YSE, INC.

By 
Name: Maria Gray Baran
Title: President

PATENT

REEL: 054619 FRAME: 0044

SCHEDULE 1

PATENTS

Patents

| Title | Jurisdiction | Patent Number | Issue Date | Record Owner |
|----------------------------------------------------------------------|---------------------|----------------------|-------------------|---------------------|
| Plasma Directed Electron Beam Wound Care System Apparatus And Method | USA | 9993282 | 6-12-18 | T Sheperak |
| “ | Israel | 229386 | 7-31-20 | T Sheperak |

Patent Applications

| Title | Jurisdiction | Application/ Publication Number | Filing Date | Record Owner |
|----------------------------------------------------------------------|---------------------|----------------------------------------|--------------------|---------------------|
| Plasma Directed Electron Beam Wound Care System Apparatus And Method | USA | 61/485747 (provisional) | 5-13-11 | T Sheperak |
| “ | PCT | PCT/US 2012/037249 | 5-10-12 | T Sheperak |
| “ | USA | 16/003550 (continuation) | 6-8-18 | T Sheperak |
| “ | Europe | 12785098.0 | 5-10-12 | T Sheperak |
| Plasma Directed Electron Beam Production Of Nitric Oxide | USA | 16/272416 | 2-12-19 | T Sheperak |
| “ | USA | 62/629929 (provisional) | 2-13-18 | T Sheperak |
| “ | PCT | PCT/US 2019/160852 | 2-12-19 | T Sheperak |
| “ | Israel | 275582 | 2-12-19 | T Sheperak |
| “ | Europe | 19754054.5 | 2-12-19 | T Sheperak |