

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6581696

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NANOWEAR INC.	03/01/2021
RECEIVING PARTY DATA	
Name:	FOUR CORNERS FUND LLC
Street Address:	111 W. CHURCH STREET
City:	NASHVILLE
State/Country:	NORTH CAROLINA
Postal Code:	27856
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	12757552
Application Number:	15425360
Application Number:	15425302
Application Number:	15974176
Application Number:	16259593
Application Number:	16559109
Application Number:	15668036
Application Number:	15967792
Application Number:	14995334
Application Number:	16164268
Application Number:	16136424
Application Number:	16916843
CORRESPONDENCE DATA	
Fax Number:	(919)821-6800
<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:	(919)838-2034
Email:	pkarmire@smithlaw.com
Correspondent Name:	PERKY L. KARMIRE/SMITH ANDERSON LAW FIRM
Address Line 1:	150 FAYETTEVILLE STREET
Address Line 2:	SUITE 2300

PATENT

Address Line 4:		RALEIGH, NORTH CAROLINA 27601
ATTORNEY DOCKET NUMBER:	16588.7	
NAME OF SUBMITTER:	PERKY L. KARMIRE	
SIGNATURE:	/s/ Perky L. Karmire	
DATE SIGNED:	03/03/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 9 source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page1.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page2.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page3.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page4.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page5.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page6.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page7.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page8.tif source=Nanowear - Intellectual Property Security Agreement (Four Corners) [Executed]#page9.tif		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of March 1, 2021 by and between FOUR CORNERS FUND LLC (“**Lender**”) and NANOWEAR INC, a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-

in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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 but excluding any intent-to-use trademarks (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). THE PROVISIONS OF THE LOAN AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NANOWEAR INC.

By:  DocuSigned by:
Venkatesh Varadan
E94FC66161A7406...

Name: Venkatesh Varadan

Title: Chief Executive Officer

LENDER:

FOUR CORNERS FUND LLC

By: _____

Name: Douglas K. Martin

Title: Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NANOWEAR INC.

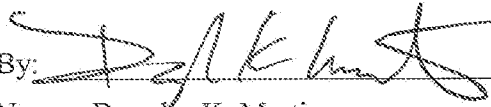
By: _____

Name: Venkatesh Varadan

Title: Chief Executive Officer

LENDER:

FOUR CORNERS FUND LLC

By:  _____

Name: Douglas K. Martin

Title: Manager

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Wireless nanotechnology-based system for diagnosis of neurological and physiological disorders (granted)	US12757552	Application: 2010-04-09 Grant: 2013-01-08
Roll-to-roll printing process for manufacturing a wireless nanosensor (granted)	US15425360	Application: 2017-02-06 Grant: 2019-03-19
Large scale manufacturing of hybrid nanostructured textile sensors (granted)	US15425302	Application: 2017-02-06 Grant: 2018-11-20
Methods and apparatus for high throughput SEM and AFM for characterization of nanostructured surfaces (granted)	US15974176	Application: 2018-05-08 Grant: 2019-10-08
Roll-to-roll printing process for manufacturing a wireless nanosensor (granted)	US16259593	Application: 2019-01-28 Grant: 2020-05-19
Methods and apparatus for high throughput SEM and AFM for characterization of nanostructured surfaces (granted)	US16559109	Application: 2019-09-03 Grant: 2020-07-14
Smart materials, dry textile sensors, and electronics integration in clothing, bed sheets, and pillow cases for neurological, cardiac and/or pulmonary monitoring (notice of allowance received)	US15668036	Application: 2017-08-03 Allowance: 2020-11-18
Wearable congestive heart failure management system (notice of allowance received)	US15967792	Application: 2018-05-01 Allowance: 2018-11-12
Large scale manufacturing of hybrid nanostructured textile sensors (pending)	US20160222539A1	Application: 2016-01-14
Large scale manufacturing of hybrid nanostructured textile sensors (pending)	US20190048473A1	Application: 2018-10-18
Methods, processes, and apparatus for depositing nanosensors on low surface energy substrates (pending)	US20190086361A1	Application: 2018-09-20
Thermosensitive nanosensors for instantaneous transcutaneous biological measurement (pending)	US20210000417A1	Application: 2020-06-30

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		