

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oculus Labs Inc.		08/28/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Agent for the lenders Craig Abod		
Street Address:	12369 Sunrise Valley Drive suite D2		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	Agent: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3962085	OCULIS LABS	
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:	4108911701		
Email:	bill@oculuslabs.com		
Correspondent Name:	Oculus Labs		
Address Line 1:	338 Clubhouse Rd		
Address Line 4:	Hunt Valley, MARYLAND 21031		
NAME OF SUBMITTER:	Bill Anderson		
SIGNATURE:	/ba/		
DATE SIGNED:	10/17/2014		
Total Attachments: 20			
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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 28th day of August, 2014 by and between **OCULIS LABS, INC.**, a Delaware corporation, with offices at 338 Clubhouse Road, Hunt Valley, Maryland 21031 ("Grantor"), and Craig Abod, an individual, with an address at 12369 SUNRISE VALLEY DRIVE, SUITE D2, RESTON, VA 20191, as Agent on behalf of the Secured Parties (in such capacity, the "Agent"). As used herein, "Secured Party" shall mean the holders from time to time of the Notes (as hereinafter defined) (the "Lenders") and the Agent in its capacity as such hereunder.

RECITALS

Lenders severally have agreed to loan amounts aggregating up to \$350,000 in principle amount to Grantor (the "Loan"), pursuant to certain Secured Note Purchase Agreements between Grantor dated as of various dates from August 28, 2014, and substantially similar in terms and conditions (the "Purchase Agreements"), evidenced by Convertible Promissory Notes issued to the Lenders thereunder (the "Notes") (collectively, as each may be amended from time to time, the "Loan Agreement"). It is a condition to the Loan that it be secured by the intellectual property assets of the Grantor pursuant to the terms of a security agreement, and this Intellectual Property Security Agreement is entered into pursuant to such condition of the Purchase Agreements.

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 Grantor's Obligations under the Loan Agreement and Grantor's obligations under this IP Agreement (collectively hereinafter, the "Obligations"), Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations under the Loan Agreement and this IP Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), now existing or hereafter created or acquired, including, without limitation, the following:

(a) Copyrights, trademarks and patents, including, without limitation: copyright rights to any works of authorship or other copyrightable subject matter, copyright registrations, applications for copyright registrations, rights of renewal and unregistered copyrights, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights"); provisional and non-provisional patent applications, issued patents including those based on continuation, continuation-in-part, divisional and substitute applications, patents resulting from a reissue or reexamination proceeding, and any foreign equivalents and improvements thereof, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents"); any registration or application for registration of trademarks and service marks, unregistered trademarks and service marks, trade dress, logos, designs, fictitious business names, any business identifiers and any other indicia of origin, and the goodwill of the business associated with the foregoing, including without limitation those set forth on **EXHIBIT C** attached hereto (collectively, the "Trademarks");

(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 which may be available to Company now or hereafter existing, created, acquired or held;

(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, including, without limitation those material licenses set forth on **EXHIBIT D** attached hereto (collectively, the "Licenses");

(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 "Intellectual Property Collateral" as used in this Agreement shall not include any item of intellectual property to the extent that (i) it is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral, or (iii) it is an "intent-to-use" trademark 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" trademark would affect Grantor's rights to such trademark under applicable law.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

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

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made in writing that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall advise Lenders of any subsequent ownership right of the Grantor in or to any Trademark, Patent, or Copyright specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights material to Grantor's business, (ii) use reasonable commercial efforts to detect infringements of the Trademarks, Patents, and Copyrights and promptly advise Lenders in writing of material infringements detected and (iii) not allow any

Trademarks, Patents, or Copyrights material to Grantor's business to be abandoned, forfeited or dedicated to the public without the written consent of Lenders, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Lenders may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral and Lenders have taken all actions required for perfection, in favor of Lenders, subject to liens that are permitted by Lenders to have superior priority over Lenders' security interest, in each case, a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the Obligations evidenced by the Loan Agreement and this IP Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lenders of their rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lenders by or on behalf of Grantor with respect to the Intellectual Property Collateral is true and correct in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lenders' prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Grantor will notify Lenders in writing of any event that materially adversely affects the value of the Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

(m) Grantor represents and warrants that short-form Intellectual Property Security Agreements substantially in the form attached hereto as Exhibits E, F and G and containing a description of all Intellectual Property Collateral consisting of material United States registered and applied for Patents, United States registered Trademarks (and Trademarks for which United States registration applications are pending, unless otherwise expressly provided in this IP Agreement) and United States registered Copyrights, respectively, have been delivered to the Agent for recording by the USPTO and the USCO pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, (for the benefit of the Secured Parties) in respect of all Intellectual Property Collateral consisting of registrations and applications for United States Patents, Trademarks and Copyrights. To the extent a security interest may be perfected by filing, recording or registration in USPTO or USCO under the Federal intellectual property laws, then no further or subsequent filing, re-filing, recording, rerecording, registration or re-registration is necessary (other than (i) such filings and actions as are necessary to perfect the Security Interest with respect to any Intellectual Property Collateral consisting of United States

registered and applied for Patents, Trademarks and Copyrights acquired or developed by Grantor after the date hereof and (ii) the UCC financing and continuation statements contemplated elsewhere in this IP Agreement.

4. Lenders' Rights. Lenders shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to timely take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lenders and the Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of Lenders' rights under this section 4.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon reasonable request by Lenders, subject to any prior licenses, encumbrances and restrictions and prospective licenses, 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 Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be requested by Lenders, to perfect Lenders' security interest in all Copyrights, Patents, and Trademarks and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property Collateral, provided that Grantor shall not be required to register any Intellectual Property Collateral that Grantor determines, consistent with reasonable business practice, need not be registered.

(b) In addition to Section 5(a) above, Grantor shall not register any Copyrights in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lenders of its intent to register such Copyrights and has provided Lenders with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lenders may reasonably request in order to maintain the perfection and priority of Lenders' security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide Lenders with evidence of the recording of the security documents necessary for Lenders to maintain the perfection and priority of Lenders' security interest in such Copyrights. Grantor shall provide written notice to Lenders of any application filed by Grantor in the United States Patent and Trademark Office for a patent or to register a trademark or service mark within thirty (30) days of any such filing.

(c) Grantor appoints Lenders and the Agent, and each of them, as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lenders or otherwise, from time to time in Lenders' or the Agent's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lenders may deem reasonably necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in Lenders' or Agent's sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D 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; and

(ii) To file, in Lenders' or Agent's sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to

Grantor, with all appropriate jurisdictions, as Lenders or Agent deems appropriate, in order to perfect or protect Lenders' interest in the Intellectual Property Collateral.

6. Events of Default. The occurrence of an Event of Default under the Loan Agreement, or the occurrence of any breach of this IP Agreement by Grantor, shall constitute an Event of Default under this IP Agreement.

7. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lenders shall have the right to exercise all the remedies of a secured party under the Maryland Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lenders have a security interest and to make it available to Lenders or Agent at a place designated by Lenders. Lenders shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks to the extent reasonably necessary to permit Lenders to exercise their rights and remedies upon the occurrence and during the continuance of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lenders or Agent in connection with the exercise of any of Lenders' rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral in accordance with the terms hereof. All of Lenders' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lenders, Agent and their respective officers, employees, and agents (each an "Indemnified Person") against: (a) all obligations, demands, claims, and liabilities (collectively, "Claims") claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lenders or Agent as a result of or in any way arising out of, following or consequential to transactions between Lenders and Grantor, under this IP Agreement (including without limitation, reasonable attorneys fees and reasonable expenses), except for Claims and/or losses arising from or out of an Indemnified Person's gross negligence or willful misconduct.

9. Termination. At such time as Grantor shall completely satisfy all of the Obligations (other than inchoate indemnity obligations) secured hereunder, Lenders shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Amendments. This IP Agreement may be amended only by a written instrument signed by the parties hereto.

12. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF MARYLAND IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDERS OR AGENT CANNOT AVAIL OF THE COURTS OF THE STATE OF MARYLAND. NOTWITHSTANDING THE FOREGOING, THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDERS OR AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDERS' RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDERS EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

14. Confidentiality. In handling any confidential information, Lenders shall exercise the same degree of care that they exercise for their own proprietary information, but disclosure of information may be made: (i) to Lenders' respective subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans (provided, however, Lender shall use commercially reasonable efforts to obtain such prospective transferee's or purchaser's agreement to the terms of this provision); (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lenders' or Agent's examination or audit; and (v) as Lenders or Agent consider appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in any Lender's possession when disclosed to Lenders, or becomes part of the public domain after disclosure to Lenders through no fault of Lenders; or (b) is disclosed to any Lender by a third party, if such Lender reasonably does not know that the third party is prohibited from disclosing the information.

15. Miscellaneous.

(a) Agent's Fees and Expenses; Indemnification. The parties hereto agree that the Agent shall be entitled to reimbursement of its reasonable out-of-pocket expenses incurred hereunder and indemnity for its actions in connection herewith. Any such amounts payable as provided hereunder shall be additional Obligations secured hereby. The provisions of this Section 15(a) shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Agreement, or any investigation made by or on behalf of the Agent or any other Secured Party. All amounts due under this Section 15(a) shall be payable within 10 days of written demand therefor.

(b) General Authority of the Agent. By acceptance of the benefits of this IP Agreement, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Agent as its agent hereunder and under such other Loan Agreements, (b) to confirm that the Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provisions of this IP Agreement and such other Loan Agreements against Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this IP Agreement or any other Loan Agreement against Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this IP Agreement or any other Loan Agreement and (d) to agree to be bound by the terms of this IP Agreement and any other Loan Agreement.

(c) References to Lenders in this IP Agreement. References in this IP Agreement to "Lenders," when used in the context of notices or information to be provided to or by Lenders, or requests that may be made by Lenders or actions to be taken by Lenders in connection with the exercise of any remedies hereunder or under the Loan Agreement, or any similar context, shall be deemed to be a reference to the Agent (including, without limitation, any person substituted for the Agent by action of Lenders) for so long as the Agent remains the agent for Lenders hereunder.

EXECUTED as a sealed instrument under the laws of the State of Maryland on the day and year first written above.

Address of Grantor:

338 Clubhouse Rd
Hunt Valley
Maryland
21031

GRANTOR;

OCULIS LABS, INC,

By: /s/ _____

Name: Steve Kalman

Title: President

[Name of Agent], as Agent

By: /s/ _____

Name: Craig Abod

Title: _____

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated August , 2014.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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Exhibit "B" attached to that certain Intellectual Property Security Agreement dated August 28 , 2014.

EXHIBIT "B"

PATENTS

	<u>Patent Name</u>	<u>US Pat. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Owner(s)</u>
1	Method and apparatus for secure display of visual content	8,462,949	11/29/08	Oculus Labs Inc.
2				
3				
4				
5				
7				
9				
10				
11				
12				
13				

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated August 28, 2014.

EXHIBIT "C"

TRADEMARKS

TRADEMARK				
DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Oculus Labs G & S: Computer hardware and software, namely, a computer system composed of a hardware component and a software component for keeping information displayed on computer monitors visually secure and private, to be used in the field of computer information security and privacy, excluding software and professional services used for data visualization and information analysis. FIRST USE: 20100209. FIRST USE IN COMMERCE: 20100217	US	77296924	3962085	Live

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated August , 2014.

EXHIBIT "D"

LICENSES

	<u>License Agreement/Patent</u>	<u>Patent No.</u>	<u>Owner</u>
1	"Security system with proximity sensing for an electronic device";	U.S. 6,002,427	CeeColor Industries LLC
2	"Security system with proximity sensing for an electronic device";	U.S. 6,570,610	CeeColor Industries LLC
3			
4			

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated August 28, 2014.

EXHIBIT "E"

**FORM OF
PATENT SECURITY AGREEMENT (SHORT FORM)**

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of August 29, 2014 by Steve Kalman, President of Oculis Labs, Inc (the "Grantor"), in favor of Craig Abod, in its capacity as agent pursuant to the Intellectual Property Security Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is party to an Intellectual Property Security Agreement dated as of August 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Secured Note Purchase Agreements, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Intellectual Property Collateral (excluding any Excluded Assets) of the Grantor:

(a) Patents of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 9 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement and any other documents required to evidence the termination of the Agent's interest in the Patents.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

OCULIS LABS, INC.

By: _____
Name:
Title:

[Name of Agent]
as Agent

By: _____
Name: Craig Abod
Title:

Schedule I
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS

Patents:

<u>Oculus Labs Inc.</u>	8,462,949	METHOD AND APPARATUS FOR SECURE DISPLAY OF VISUAL CONTENT
<u>CeeColor Industries LLC</u>	6,002,427	Security system with proximity sensing for an electronic device
<u>CeeColor Industries LLC</u>	6,570,610	Security system with proximity sensing for an electronic device

Patent Applications:

<u>Oculus Labs Inc.</u>	12/701504	Video-Based Privacy Supporting System
<u>Oculus Labs Inc.</u>	13/874508	Method and Apparatus for Secure Display of Visual Content

Exhibit "F" attached to that certain Intellectual Property Security Agreement dated August , 2014.

EXHIBIT "F"

**FORM OF
TRADEMARK SECURITY AGREEMENT (SHORT FORM)**

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 29, 2014, by Steve Kalman, President of Oculis Labs, Inc (the "Grantor"), in favor of Craig Abod, in its capacity as agent pursuant to the Intellectual Property Security Agreement (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to an Intellectual Property Security Agreement dated as of August 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Secured Note Purchase Agreements, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Intellectual Property Collateral (excluding any Excluded Assets) of the Grantor:

(a) registered Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 9 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the Trademarks.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

OCULIS LABS, INC.

By: _____

Name:

Title:

[Name of Agent],

as Agent

By: _____

Name: Craig Abod

Title:

**Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Oculus Labs Inc.	3962085	Oculus Labs

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
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Exhibit "G" attached to that certain Intellectual Property Security Agreement dated August , 2014.

EXHIBIT "G"

**FORM OF
COPYRIGHT SECURITY AGREEMENT (SHORT FORM)**

COPYRIGHT SECURITY AGREEMENT

Copyright Security Agreement, dated as of August 29, 2014, by Steve Kalman, President of Oculis Labs, Inc (the "Grantor"), in favor of Craid Abod, in its capacity as agent pursuant to the Intellectual Property Security Agreement (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to an Intellectual Property Security Agreement dated as of August 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Secured Note Purchase Agreements, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Copyright Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Intellectual Property Collateral (excluding any Excluded Assets) of the Grantor:

(a) registered Copyrights of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Copyrights made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Copyright Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with Section 9 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Copyrights under this Copyright Security Agreement and any other documents required to evidence the termination of the Agent's interest in the Copyrights.

SECTION 5. Counterparts. This Copyright Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Copyright Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

OCULIS LABS, INC.

By: _____

Name:

Title:

[Name of Agent], as Agent

By: _____

Name: Craig Abod

Title:

**Schedule I
to
COPYRIGHT SECURITY AGREEMENT
UNITED STATES COPYRIGHT REGISTRATIONS**

OWNER

REGISTRATION NUMBER

COPYRIGHT TITLE

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