

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAVESENSE, INC.		07/16/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jack McGinley		
Street Address:	272 East Deerpath Road, Suite 310		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3344980	EPISEP	
CORRESPONDENCE DATA			
Fax Number:	4159848300		
<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:	415-984-8200		
Email:	SFTrademarks@nixonpeabody.com		
Correspondent Name:	Nixon Peabody LLP		
Address Line 1:	P.O. Box 26769		
Address Line 4:	San Francisco, CALIFORNIA 94126-6769		
ATTORNEY DOCKET NUMBER:	296732.00002		
NAME OF SUBMITTER:	Marlene J. Williams		
SIGNATURE:	/mjw/		
DATE SIGNED:	07/17/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 16, 2015 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), is made by WaveSense, Inc., a California corporation ("Debtor") in favor of Jack McGinley, an individual ("Secured Party"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (as defined below) including definitions incorporated therein by reference.

RECITALS

WHEREAS, Debtor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in the Collateral to secure the Obligations as more fully set forth in the Security Agreement; and

WHEREAS, Secured Party has required that Debtor provide this Trademark Security Agreement to Secured Party to further confirm the grant to Secured Party of a continuing security interest in all of the Trademark Collateral (as defined below) as security for the Obligations.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements, covenants, representations and warranties contained herein, the parties, intending to be legally bound, agree as follows:

1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) All of Debtor's entire right, title and interest in and to all the trademarks used by Debtor including registrations and applications listed on Schedule A attached hereto and made a part hereof, any renewals thereof, and all goodwill associated therewith.

(b) All proceeds of, and rights associated with, the foregoing (including license royalties and proceed of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing, and for breach or enforcement of any of the foregoing, and all rights corresponding thereto throughout the world.

2. Security Agreement. This Trademark Security Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Ownership. Debtor represents and warrants to Secured Party that all of the trademarks and applications owned by Debtor or in which Debtor has an interest are listed on Schedule A.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that (a) the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, all of the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein and (b) the representations and warranties of Debtor in favor of Secured Party as set forth in Section 2 of the Purchase Agreement and the affirmative and negative covenants of Debtor in favor of Secured Party as set forth in Section 6 of the Purchase Agreement are incorporated by reference herein as if fully set forth herein. The provisions of the Purchase Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Termination. This Trademark Security Agreement shall terminate upon the payment of all monies due under the Senior Secured Convertible Note or upon the conversion of the Senior Secured Convertible Note pursuant to the terms thereof and upon the satisfaction of the other Obligations secured hereby. Upon termination, Secured Party shall deliver the Senior Secured Convertible Note to Debtor together with a duly executed Trademark Collateral Release document to be filed with the USPTO and UCC-2 Termination Statement to be filed with the California Secretary of State and any transfer of ownership documents necessary to confirm Debtor's title in the Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor has entered into this Trademark Security Agreement as of the date first written above.

DEBTOR:

WAVESENSE, INC.

By: 

Name: Christopher C. Feistel

Title: Chief Executive Officer

SECURED PARTY:

Jack McGinley

IN WITNESS WHEREOF, Debtor has entered into this Trademark Security Agreement as of the date first written above.

DEBTOR:

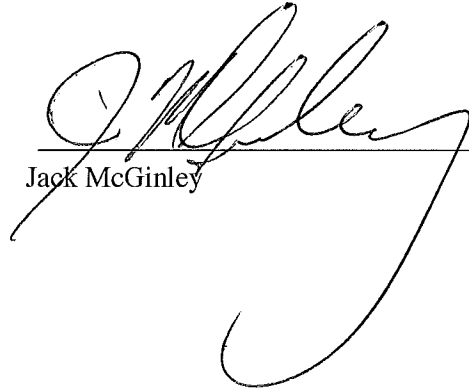
WAVESENSE, INC.

By: _____

Name: Christopher C. Feistel

Title: Chief Executive Officer

SECURED PARTY:



Jack McGinley

[Signature page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Country</u>
EPISEP	3344980	November 27, 2007	USA