

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WaveSense, Inc.		05/20/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Jack McGinley		
Street Address:	272 East Deerpath Road		
Internal Address:	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:	2136296001		
<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:	2136296000		
Email:	lapatentmb@nixonpeabody.com		
Correspondent Name:	NIXON PEABODY LLP		
Address Line 1:	300 SOUTH GRAND AVENUE		
Address Line 2:	41ST FLOOR		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-3151		
ATTORNEY DOCKET NUMBER:	075260-000009		
NAME OF SUBMITTER:	Cristene Amador		
SIGNATURE:	/Cristene Amador/		
DATE SIGNED:	05/20/2016		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of this 20th day of May, 2016 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this “Amended and Restated Trademark Security Agreement”), is made by WaveSense, Inc., a California corporation (“Debtor”) in favor of Jack McGinley, an individual as the Lenders’ Agent (as defined in the Purchase Agreement) on behalf of the Secured Parties. All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Security Agreement (as defined below) including definitions incorporated therein by reference.

RECITALS

WHEREAS, Debtor and Lenders’ Agent have entered into that certain Amended and Restated 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 “Amended and Restated Security Agreement”);

WHEREAS, pursuant to the Amended and Restated Security Agreement, Debtor has granted to Lenders’ Agent a security interest in the Collateral to secure the Obligations as more fully set forth in the Amended and Restated Security Agreement;

WHEREAS, Lenders’ Agent, on behalf of the Secured Parties, has required that Debtor provide this Amended and Restated Trademark Security Agreement to Lenders’ Agent, on behalf of the Secured Parties, to further confirm the grant to Lenders’ Agent, on behalf of the Secured Parties, of a continuing security interest in all of the Trademark Collateral (as defined below) as security for the Obligations; and

WHEREAS, Debtor and Jack McGinley are parties to that certain Trademark Security Agreement dated July 16, 2015 (the “Prior Trademark Security Agreement”). The parties to the Prior Trademark Security Agreement desire to amend and restate the Prior Trademark Security Agreement and accept the rights and covenants hereof in lieu of their rights and covenants under the Prior Trademark Security Agreement.

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 to amend and restate the Prior Trademark Security Agreement in its entirety 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 the Secured Parties, and grant to the Secured Parties 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. Amended and Restated Security Agreement. This Amended and Restated Trademark Security Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Lenders' Agent 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 Lenders' Agent under the Amended and Restated Security Agreement. The Amended and Restated Security Agreement (and all rights and remedies of Lenders' Agent, on behalf of the Secured Parties, thereunder) shall remain in full force and effect in accordance with its terms.

3. Ownership. Debtor represents and warrants to Lenders' Agent, on behalf of the Secured Parties, 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 the Lenders' Agent, on behalf of the Secured Parties, with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Amended and Restated 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 the Secured Parties as set forth in Section 2 of the Purchase Agreements and the affirmative and negative covenants of Debtor in favor of the Secured Parties as set forth in Section 6 of the Purchase Agreements are incorporated by reference herein as if fully set forth herein. The provisions of the Purchase Agreements and the Amended and Restated Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. Counterparts. This Amended and Restated 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 Amended and Restated 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 Amended and Restated Trademark Security Agreement.

6. Termination. This Amended and Restated Trademark Security Agreement shall terminate upon the payment of all monies due under the Senior Secured Convertible Notes or upon the conversion of the Senior Secured Convertible Notes pursuant to the terms thereof and upon the satisfaction of the other Obligations secured hereby. Upon termination, Lenders' Agent, on behalf of the Secured Parties, shall deliver the Senior Secured Convertible Notes 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.

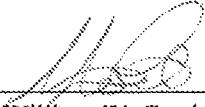
7. Entire Agreement. Upon the effectiveness of this Amended and Restated Trademark Security Agreement, the Prior Trademark Security Agreement shall be deemed amended and restated to read in its entirety as set forth in this Amended and Restated Trademark Security Agreement and all provisions of, rights granted and covenants made in the Prior Trademark Security Agreement are hereby waived, released and superseded in their entirety and shall have no further force or effect. The documents, instruments and agreements delivered (or, as the case may be, to be delivered) pursuant hereto shall constitute the entire agreement between the parties hereto with respect to the transaction referred to herein and shall supersede all other agreements written or oral with respect thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Lenders' Agent have entered into this Amended and Restated Trademark Security Agreement as of the date first written above.

DEBTOR:

WAVESENSE, INC.

By: 
Name: William W. Curtis
Title: Chief Executive Officer

LENDERS' AGENT:

Jack McGinley

[Signature page to Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, Debtor and the Lenders' Agent have executed this Amended and Restated Security Agreement as of the date first above written.

DEBTOR:

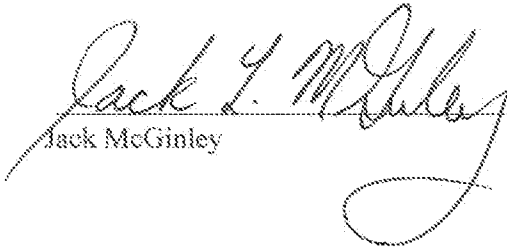
WAVESENSE, INC.

By: _____

Name: William W. Curtis

Title: Chief Executive Officer

LENDERS' AGENT:



Jack McGinley

[Signature page to Amended and Restated Security Agreement]

TRADEMARK

REEL: 005798 FRAME: 0347

SCHEDULE A

TRADEMARK REGISTRATIONS

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