

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clario Medical Imaging, Inc.		08/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DCP FUND, LLC		
Street Address:	7799 Wills Run Lane		
City:	Blacklick		
State/Country:	OHIO		
Postal Code:	43004		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86001245	CLARIO	
CORRESPONDENCE DATA			
Fax Number:	6142272100		
<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:	6142272000		
Email:	rmorgan@porterwright.com		
Correspondent Name:	Robert J. Morgan		
Address Line 1:	41 South High Street		
Address Line 2:	Suite 2900		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	206401		
NAME OF SUBMITTER:	Robert J. Morgan		
SIGNATURE:	/Robert J. Morgan/		
DATE SIGNED:	08/05/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of August 2, 2016, is made by **CLARIO MEDICAL IMAGING, INC.**, a Delaware corporation (the “Borrower”), in favor of **DCP FUND, LLC**, an Ohio limited liability company (the “Lender”).

Background Information

As a condition precedent to the making of advances by the Lender under the Loan and Security Agreement dated as of even date herewith (the “Loan Agreement”) between the Borrower and the Lender, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Lender as follows:

1. Grant of Security. The Borrower hereby grants to the Lender for the benefit of the Lender a security interest in and to all of the right, title and interest of the Borrower in, to and under the Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the “IP Collateral”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Borrower set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the “Copyrights”);

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

(e) 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

(f) 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, dilution, misappropriation, injury to goodwill, 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 Borrower 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 the Lender.

3. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Loan Agreement terminated, the Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof and the Borrower shall give the Lender written notice thereof. The Borrower hereby authorizes the Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at the Lender's request, the Borrower shall execute any documents or instruments required by the Lender in order to modify this Agreement as provided by this Section 3.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Intellectual Property, the IP Collateral, and the Lender's security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

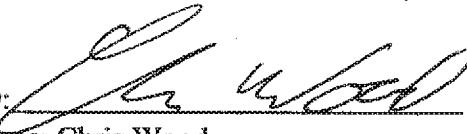
6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

CLARIO MEDICAL IMAGING, INC.

By: 
Name: Chris Wood
Title: President and CEO

STATE OF OHIO)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2016, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CLARIO MEDICAL IMAGING, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public
Name:
My commission expires:

AGREED TO AND ACCEPTED:

DCP FUND, LLC

By: DREADNOUGHT CAPITAL,
LLC, its Manager

By _____
Steven B. Jaffee, Member

construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

CLARIO MEDICAL IMAGING, INC.

By: _____
Name: Chris Wood
Title: President and CEO

STATE OF OHIO)
) ss.
COUNTY OF _____)

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Name:
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AGREED TO AND ACCEPTED:

DCP FUND, LLC

By: DREADNOUGHT CAPITAL,
LLC, its Manager

By: Steven B. Jaffee
Steven B. Jaffee, Member

SCHEDULES TO IP SECURITY AGREEMENT

Schedule 1 –

1. Patents Subject to LumenIQ Exclusive License to Clario Medical

Patent No. 6,445,820 (GJH No.: 2270-001-03)

Issued: September 3, 2002

Title: Method for conducting analysis of handwriting

A method for electronic analysis of handwriting samples. A digital bit-map of handwriting samples created, using a digital camera or electronic scanner. The bit-map is then marked at selected points using a cursor to obtain measurements, such as the slant angles of strokes and height measurements of major areas in the writing. The measurements are tabulated and may be used to authenticate the handwriting sample. Also, the tabulated results may be compared with predetermined standard profiles for determining certain characteristics relating to the person who produced the handwriting sample. The invention also provides a method for determining the pressure and angle of the writing instrument, by creating a three-dimensional representation of portions of the writing sample for measurement and analysis.

Patent No.: 6,654,490 (GJH No.: 2270-003-03)

Issued: November 25, 2003

Title: Method for conducting analysis of two-dimensional images

A method of enhancing a source image for analysis. The method comprises the steps of digitizing the source image to obtain pixel data comprising location data and density data, generating a three-dimensional model of the pixel data with the location data represented in first and second axes and the density data represented in a third axis, and analyzing the three-dimensional model to determine features of the source image.

Patent No.: 6,757,424 (GJH No.: 2270-002-03)

Issued: June 29, 2004

Title: Method for conducting analysis of two-dimensional images

A method for analysis of a two-dimensional image. The two-dimensional image is scanned to form a digital bit-map of X-Y axis locations in the image. Gray-scale densities are measured at each of the locations, and are used to calculate third, Z-axis values. The X-Y-Z axis coordinates are plotted so as to form a virtual three-dimensional image having a contour that corresponds to variations in the gray-scale density in the two-dimensional source image. The virtual three-dimensional image provides for enhanced visualization, measurement and analysis of features and characteristics contained within the source image. The gray-scale density may be black-and-white gray-density or RGB color-density or other digital color mapping protocols reduced or converted, for example, to 8-bit 256 gray or color scale. The two-dimensional source image may be a sample of handwriting. A method for enhanced two-dimensional analysis using the digitized bit-map of the source image is also provided.

Patent No.: 7,006,685 (GJH No.: 2270-003-08)

Issued: February 28, 2006

Title: Method for conducting analysis of two-dimensional images

A method of enhancing a source image for analysis. The method comprises the steps of digitizing the source image to obtain pixel data comprising location data and density data, generating a three-dimensional model of the pixel data with the location data represented in first and second axes and the density data represented in a third axis, and analyzing the three-dimensional model to determine features of the source image.

Patent No.: 7,068,829 (GJH No.: 2270-001-06)

Issued: June 27, 2006

Title: A method for analysis of DNA data.

A DNA source image is generated based on the DNA data. A digital bit-map is created from the DNA source image plotting image intensity data against a two-dimensional coordinate system from an initial viewpoint. An image model is generated based on the digital bit-map. The image model comprises model data representing the image intensity data as virtual points on a three-dimensional coordinate system further incorporating the the two-dimensional coordinate system of the digital bit map. A DNA analysis image is generated based on the image model. The DNA analysis image represents the model data from an analysis viewpoint with respect to the two-dimensional coordinate system. The analysis viewpoint differs from the initial viewpoint. The DNA analysis image is then displayed.

Patent No.: 7,116,806 (GJH No.: 2270-014-03)

Issued: October 3, 2006

Title: Systems and methods relating to AFIS recognition, extraction, and 3-D analysis strategies

Systems, methods, etc., that assist a print examiner to thoroughly search and compare a print or substantial portion thereof against a known print database contained within an AFIS system. In certain embodiments, the prints can be definitively matched to a corresponding same print in the database. A result of a more thorough search and comparison can be a higher hit score and accuracy rate. In certain embodiments, the database comprises a candidate list of previously obtained prints to assist in the identification.

2. Patents Issued to Clario

Patent No.: 7,283,654 (GJH No.: 2600-002-03)

Issued: October 16, 2007

Title: Dynamic contrast visualization (DCV)

Magnitude enhancement analysis of medical and dental images of tissue or organs such as MRI, PET, CT and x-ray images configured to display intensity-related features of high-bit images, such as grayscale without distorting the underlying intensity unless desired, and/or enhancing perception of saturation, hue, color channels and other space dimensions in a digital image, and external datasets related to a 2D image. In a preferred embodiment, the tissue or organ has been administered a contrast agent prior to the image being taken. In a more preferred embodiment, a series of images of the same tissue or organ has been taken over time to show changes in the tissue or organ over time.

3. Clario Patents Pending

None.

Schedule 2 – Trademark Registrations and Applications:

<u>Trademark/Class</u>	<u>Jurisdiction</u>	<u>Registration/ Serial No.</u>	<u>Date of Registration/ Application</u>
CLARIO	USA	4478213/86001245	Registration Date: February 4, 2014

Schedule 3 – Copyrights

None.