

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ossic Corporation		09/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Keshif Ventures, LLC		
Street Address:	990 Highland Drive, Suite 314		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86681165	OSSIC	
Serial Number:	87396893	HEAR BEYOND	
Serial Number:	87318259		
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	09/29/2017		
Total Attachments: 5			
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. E-MAIL CONTACT AT FILER [optional]

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Delaware Department of State
 U.C.C. Filing Section
 Filed: 02:46 PM 09/27/2017
 U.C.C. Initial Filing No: 2017 6444787
 Service Request No: 20176364653

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME – Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, and check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Ossic Corporation				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 225 Broadway, Suite 650		CITY San Diego	STATE CA	POSTAL CODE 92101
			COUNTRY USA	

2. DEBTOR'S NAME – Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, and check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S SURNAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) – Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Keshif Ventures, LLC				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 990 Highland Drive, Suite 314		CITY Solana Beach	STATE CA	POSTAL CODE 92075
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A attached hereto for collateral description.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal

6a. Check only if applicable and check only one box:

Public Finance Transaction Manufactured Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) Lessee/Lessor Consignee/Consignor Seller/Buyer Bailor/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA

DE SOS

DEBTOR: OSSIC CORPORATION

SECURED PARTY: KESHIF VENTURES, LLC

EXHIBIT A

COLLATERAL DESCRIPTION TO UCC-1 FINANCING STATEMENT

The Collateral consists of all of Debtor's right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as provided below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Debtor's books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include: any contract, instrument or chattel paper in which Debtor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Debtor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Debtor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Debtor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

In addition, upon Debtor's achievement of the Fundraising Event, the Collateral shall no longer include any Intellectual Property; provided, however, the Collateral shall include all Accounts and all proceeds of Intellectual Property. If a judicial authority (including a U.S. Bankruptcy Court) would hold that a security interest in the underlying Intellectual Property is necessary to have a security interest in such Accounts and such property that are proceeds of Intellectual Property, then the Collateral shall automatically, and effective as of the Effective Date, include the Intellectual Property to the extent necessary to permit perfection of Secured Party's security interest in such Accounts and such other property of Debtor that are proceeds of the Intellectual Property.

See attached Schedule 1 for listing of specific Intellectual Property subject to this security interest.

SCHEDULE 1

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.


EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Calibrating listening devices (US-Non-Provisional-pending)	15/067,138	3/10/2016
Calibrating listening devices (PCT-pending)	PCT/US2016/021882	3/10/2016
Systems and Methods of Calibrating Earphones (Provisional. In process of conversion to Non-Provisional/PCT)	62/335,014	5/11/2016
Earphone (Design Patent OSSIC X, Notice of Allowance, in continuation)	29/555, 616	2/23/2016
Earphone (Design Patent OSSIC X, Notice of Allowance, in continuation)	29/555, 623	2/23/2016
Earphone (Design Patent OSSIC X, Notice of Allowance, in continuation)	29/555, 626	2/23/2016
Listening Devices (Design Patent OSSIC X, China, pending)	201630413734.2	8/23/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OSSIC (US - pending)	86/681,165	07/01/15
OSSIC (EU-granted)	14970222	12/30/15
OSSIC (Australia-granted)	1745296	12/30/15
OSSIC (China-pending)	18764729	12/30/15
OSSIC (Hong Kong-granted)	303644776	12/30/15
歐斯克公司 [Ou Si Ke Gong Si] (Taiwan-granted)	01815087	1/01/17
OSSIC (Canada-pending)	1761700	12/31/2015
OSSIC (International -- Madrid Protocol)	1303539	5/18/2016
Singapore-granted		
Japan-granted		
South Korea-granted		
Norway-granted		
New Zealand-granted		
HEAR BEYOND	87/396,893	04/03/17
 <DESIGN>	87/318,259	01/30/17