

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Wave Technologies, Inc.		01/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	1928732 Ontario Inc.		
Street Address:	91 Skyway Unit 200		
City:	Etobicoke, Ontario		
State/Country:	CANADA		
Postal Code:	M9W 6R5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4827228	EKEYING	
Registration Number:	4661661	EKEY	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Mark D. Passler, Akerman LLP		
Address Line 1:	777 S. Flagler Drive		
Address Line 2:	Suite 1100, West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	Smart Wave		
NAME OF SUBMITTER:	Mark D. Passler		
SIGNATURE:	/Mark D. Passler/		
DATE SIGNED:	02/06/2018		
Total Attachments: 5			
source=Smartwave - Trademark Security Agreement (executed)#page1.tif			
source=Smartwave - Trademark Security Agreement (executed)#page2.tif			

CH \$65.00 4827228

source=Smartwave - Trademark Security Agreement (executed)#page3.tif
source=Smartwave - Trademark Security Agreement (executed)#page4.tif
source=Smartwave - Trademark Security Agreement (executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 19, 2018 (this "Agreement") is made between Smart Wave Technologies, Inc., a Delaware corporation (the "Company"), and 1928732 Ontario Inc., f/k/a Smart Wave Technologies Corp. (the "Noteholder") under the Promissory Note defined below.

W I T N E S S E T H :

WHEREAS, the Company is the maker of that certain Promissory Note, dated as of December 29, 2017 (herein, as the same may be amended or restated from time to time, the "Promissory Note"), payable to the Noteholder; and

WHEREAS, pursuant to the Promissory Note, the Company has granted a security interest in substantially all of its personal property to secure its obligations under the Promissory Note;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the respective meanings set forth in the Promissory Note.

SECTION 2. Grant of Security Interest. The Company presently and irrevocably pledges, hypothecates, assigns, delivers and transfers to the Noteholder and grants to the Noteholder a continuing first priority security interest in, all of the following (the "Trademark Collateral"), whether now owned or hereafter acquired or coming into existence:

- (a) all trademark registrations and trademark applications referred to in Attachment 1 hereto (collectively, "Trademarks");
- (b) all renewals of any of the items described in clause (a);
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and
- (d) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark or for enforcement of any Trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Noteholder in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest

granted to the Noteholder pursuant to the Promissory Note for the benefit of the Noteholder. The Promissory Note (and all rights and remedies of the Noteholder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The terms and provisions of the Promissory Note (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applied to contracts to be performed wholly within the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


Smart Wave Technologies, Inc.

By: 
Name: David Steinglass
Its: President

Address:

c/o Northlane Capital Partners, LLC
Two Bethesda Metro Center, Suite 1510
Bethesda, MD 20814
Attention: David Steinglass and Justin DuFour
Facsimile: (301) 656-0294

1928732 Ontario Inc., as Noteholder

By: 
Name: Peter Raymond
Its: President

Address:

1928732 Ontario Inc., f/k/a Smart Wave
Technologies Corp.
91 Skyway Unit 200
Etobicoke, ON M9W 6R5
Facsimile: (416) 725-2279

ATTACHMENT 1
to Trademark Security Agreement

Registered Trademarks

<u>TRADEMARK</u>	<u>APP./REG. INFO.</u>	<u>CLASS(ES) & DESCRIPTION</u>	<u>FILING OFFICE / JURISDICTION</u>
EKEYING	<u>Serial No.:</u> 4,827,228 <u>Registration Date:</u> October 6, 2015	<u>Class:</u> 9 <u>Description:</u> Optical or wireless reader product authorization systems sold as an integral component of dispensers for consumable products, namely, soap, dishwashing detergent, laundry detergent, paper towels, air fresheners, air deodorizers; Optical or wireless reader product authorization systems sold as an integral component of water filters and water conditioners	USPTO
EKEY	<u>Serial No.:</u> 4,661,661 <u>Registration Date:</u> December 30, 2014	<u>Class:</u> 9 <u>Description:</u> Optical or wireless reader product authorization systems comprised of optical or radio frequency identification tags and optical or radio frequency identification readers, sold as an integral component of	USPTO

		dispensers that count or measure output for consumable products, namely, soap, dishwashing detergent, laundry detergent, paper towels, air fresheners, and air deodorizers	
--	--	--	--

DM_US 87961270-3.098803.0016