

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581928

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WaveSense, Inc.		05/01/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jack McGinley		
<b>Street Address:</b>	272 East Deerpath Rd, Suite 310		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87254935	NRICHDX	
<b>Registration Number:</b>	3344980	EPISEP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	213-629-6000		
<b>Email:</b>	lapatentmb@nixonpeabody.com		
<b>Correspondent Name:</b>	Nixon Peabody LLP		
<b>Address Line 1:</b>	300 South Grand Avenue, Suite 4100		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Seth D. Levy		
<b>SIGNATURE:</b>	/Seth D. Levy/		
<b>DATE SIGNED:</b>	06/18/2020		
<b>Total Attachments: 5</b>			
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source=Fourth Amended and Restated Trademark Security Agreement (June 2020) WaveSense [EXECUTED] 4844-2#page2.tif			
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**FOURTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This **FOURTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated May 1, 2020 and effective May 1, 2020 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this “Fourth 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 Agreements) 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 Fourth 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 Fourth 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 “Fourth Amended and Restated Security Agreement”);

**WHEREAS**, pursuant to the Fourth 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 Fourth Amended and Restated Security Agreement;

**WHEREAS**, Lenders’ Agent, on behalf of the Secured Parties, has required that Debtor provide this Fourth 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 Third Amended and Restated Trademark Security Agreement, dated July 5, 2018 (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. Fourth Amended and Restated Security Agreement. This Fourth 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 Fourth Amended and Restated Security Agreement. The Fourth 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 Fourth 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 Fourth Amended and Restated Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

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

6. Termination. This Fourth 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 Fourth 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 Fourth 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 has entered into this Fourth 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 McKinley

*[Signature page to Fourth Amended and Restated 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
<u>Trademark Application</u>	<u>Serial No.</u>	<u>Date of Application</u>	<u>Country</u>
nRich <sup>DX</sup>	87254935	December 2, 2016	USA
nRich <sup>DX</sup>	1919254	September 11, 2018	Canada