

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oath Corporation		03/18/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Utica Leaseco, LLC		
Street Address:	44225 Utica Road		
City:	Utica		
State/Country:	MICHIGAN		
Postal Code:	48317		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86651386	TANGO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jgriswold@honigman.com		
Correspondent Name:	Anessa Kramer		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	260543-391861		
NAME OF SUBMITTER:	Anessa Kramer		
SIGNATURE:	/anessa kramer/		
DATE SIGNED:	04/12/2016		
Total Attachments: 10			
source=Oath Corporation Utica Leasco LLC#page1.tif			
source=Oath Corporation Utica Leasco LLC#page2.tif			
source=Oath Corporation Utica Leasco LLC#page3.tif			
source=Oath Corporation Utica Leasco LLC#page4.tif			
source=Oath Corporation Utica Leasco LLC#page5.tif			
source=Oath Corporation Utica Leasco LLC#page6.tif			

CH \$40.00 86651386

source=Oath Corporation Utica Leasco LLC#page7.tif
source=Oath Corporation Utica Leasco LLC#page8.tif
source=Oath Corporation Utica Leasco LLC#page9.tif
source=Oath Corporation Utica Leasco LLC#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OATH CORPORATION a Florida corporation ("Debtor") and UTICA LEASECO, LLC, a Florida limited liability company ("Secured Party") enter into this Intellectual Property Security Agreement (this "Agreement") as of March 18, 2016.

BACKGROUND

Debtor and the Secured Party have already or are entering into a certain (i) Master Lease Agreement dated on or about September 10, 2015, together with the schedules executed in connection therewith (as it may be amended, restated, supplemented or modified from time to time, collectively, the "Lease Agreement") and (ii) Promissory Note (Line of Credit) dated on or about the date of this Agreement (as it may be amended, restated, supplemented or modified from time to time, the "Note") (the Note and the Lease Agreement and the documents executed in connection therewith are collectively referred to herein as the "Utica Documents"). Debtor is entering into this Agreement to, among other things, induce the Secured Party to enter into and extend credit under the Utica Documents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete performance and payment of its Obligations under the Utica Documents and all other agreements now existing or hereafter arising between the Debtor and the Secured Party, the Debtor and the Secured Party agree as follows:

TERMS AND CONDITIONS

Section 1. Definitions; Interpretation.

(a) Terms Defined in Utica Documents. All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given to them in the Utica Documents.

(b) Certain Defined Terms. As used in this Agreement, the following terms will have the following meanings:

"Collateral" has the meaning set forth in Section 2 of this Agreement.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Michigan, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined in this Agreement, terms used in this Agreement will have the meanings given to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation will be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of title to any Collateral by the Debtor unless such sale arises in the ordinary course of business in which case the Debtor will be permitted to make such sale, transfer or disposition; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; (iv) the word "will" has the same meaning as "shall" and is intended to mean mandatory and not permissive; and (v) "all" includes "any", and "any" includes "all". To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Utica Documents will also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in and to all of the following property to the extent the Debtor can grant such security interest in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all United States registered copyrights, copyright applications and copyright registrations, including the Debtor's United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Schedule B to this Agreement and all of the Debtor's copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to the Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the

Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

- (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in Schedule C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, renewals and thereof;
- (iv) the entire goodwill of or associated with the business now or hereafter conducted by the Debtor connected with and symbolized by any of the properties and assets listed in Subsection (a)(iii) above;
- (v) all intangible intellectual or other similar property of the Debtor of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (vi) all cash and non-cash proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. The Debtor agrees that this Agreement will create a continuing security interest in the Collateral which will

remain in effect until all of the Obligations are fully, finally and indefeasibly satisfied and paid.

Section 3. Supplement to Utica Documents. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Utica Documents. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Utica Documents, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties. The Debtor represents and warrants to the Secured Party that, to the actual knowledge of the Debtor, a true and correct list of all of the existing Collateral consisting of: (a) U.S. patents and patent applications or registrations owned by the Debtor, in whole or in part, is set forth in Schedule A; (b) U.S. registered copyrights, copyright registrations and applications owned by the Debtor, in whole or in part, is set forth in Schedule B; and (c) U.S. trademarks, trademark registrations or applications owned by the Debtor, in whole or in part, is set forth in Schedule C.

Section 5. Further Acts. On a continuing basis, the Debtor will make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or reasonably advisable or may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, the Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor at any time holds or acquires a commercial tort claim arising with respect to the Collateral, the Debtor will immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party. Notwithstanding any provision in this Agreement or the Utica Documents, the Debtor will have the right to maintain, allow to lapse, or abandon any Collateral as determined in the ordinary course of business.

Section 6. Authorization to Supplement. If the Debtor obtains rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, the provisions of this Agreement will

automatically apply thereto. The Debtor will give prompt notice in writing to the Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting the Debtor's obligations under this Section 6, the Debtor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule A, Schedule B or Schedule C, as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A, Schedule B or Schedule C will in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

Section 7. Binding Effect. This Agreement will be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Utica Documents.

Section 8. Governing Law. This Agreement will be governed by, and construed in accordance with, the law of the State of Michigan except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Michigan.

Section 9. Entire Agreement; Amendment. This Agreement and the Utica Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Utica Documents. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Utica Documents, the provision giving the Secured Party greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Utica Documents.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile will be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile will also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart will not affect the validity, enforceability, or binding effect hereof.

Section 11. No Inconsistent Requirements. The Debtor acknowledges that this Agreement and the other Utica Documents may contain covenants and other terms

and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all will be performed and satisfied in accordance with their respective terms.

Section 12. Severability. If one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party will, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 13. Notices. All notices and other communications hereunder will be in writing and will be mailed, sent or delivered in accordance with the Utica Documents.

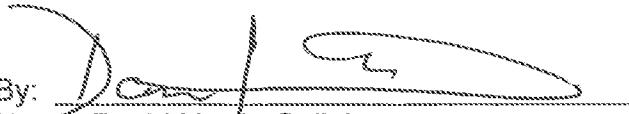
Section 14. JURY TRIAL WAIVER. DEBTOR AND SECURED PARTY EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. SECURED PARTY AND DEBTOR, AFTER CONSULTING COUNSEL OF THEIR CHOICE, EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER DEBTOR NOR SECURED PARTY WILL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.

[Remainder of page intentionally left blank – signature page follows]

[Signature page to Intellectual Property Security Agreement]

DEBTOR:

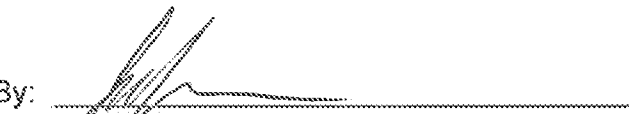
OATH CORPORATION,
a Florida corporation

By: 
Name: David Martin Golloher
Title: President

Address for Notices: 1938 Murrell Road
Rockledge, Florida 32955

SECURED PARTY:

UTICA LEASECO, LLC,
a Florida limited liability company

By: 
Name: James B. Junker
Title: Vice President

Address for Notices: 905 E. South Boulevard
Rochester Hills, MI 48307

SCHEDULE A

List of Patents and Patent Applications

TJH Case Number	Provisional	Country	Application Status	Title	Application Number	Filing Date
390801-1010	Non-Provisional	US	Pending	FRACTURING PROJECTILES	14/625,097	18-Feb-15
390801-1030	Non-Provisional	US	Pending	MATERIAL BASED IMPACT REACTIVE PROJECTILES	14/699,230	29-Apr-15
390801-2010	International Application / PCT	WO	Pending	FRACTURING AND MATERIALS BASED IMPACT REACTIVE PROJECTILES	PCT/US2015/045286	14-Aug-15
390801-8010	Provisional	US	Expired	FRACTURING PROJECTILE	62/037,267	14-Aug-14
390801-8020	Provisional	US	Pending	FRACTURING PROJECTILE CARTRIDGES	62/104,254	16-Jan-15
309801-8030	Provisional	US	To-Be-Filed	CAVITATING PROJECTILES	TBD	TBD

SCHEDULE B

List of Copyrights, Copyright Registrations, and
Applications for Copyright Registrations

SCHEDULE C

List of Trade Names, Trademarks, Service Marks,
Trademark and Service Mark Registrations, and
Applications for Trademark and Service Mark Registrations

TJH Case Number	Country	Application Status	Title	Application Number	Filing Date
390801-3010	US	Pending	TANGO (Standard Characters)	86/651,386	4-Jun-15

