

09-27-2001



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101857806

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ADVANCED MOLECULAR TECHNOLOGIES, LLC
ADVANCED, LLC

9-2001

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

JULY 13, 2000

Execution Date: _____

2. Name and address of receiving party(ies)

Name: JOHN R. SYLLA

Internal Address: _____

Street Address: 7177 CHELAN WAY

City: LOS ANGELES State: CA Zip: 90068

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) 6,016,798
6,019,499Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JOHN R. SYLLA

Internal Address: _____

Street Address: 7177 CHELAN WAY

City: LOS ANGELES State: CA Zip: 90068

6. Total number of applications and patents involved: 2

80

7. Total fee (37 CFR 3.41).....\$

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOHN R. SYLLA

Name of Person Signing

TEL 323-969-8090

Signature

SEPTEMBER 20, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

09/26/2001 DBYRNE 00000146 6016798

01 FC:581


80.00

PATENT
REEL: 012188 FRAME: 0186

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 13th day of JULY, 2000, between Advanced Molecular Technologies, LLC, a Delaware limited liability company ("Debtor"), and JOHN R. SYLVA ("Secured Party").

R E C I T A L S

A. Advanced, LLC, dba Sacred Earth Technologies, a California limited liability company ("Parent") executed that certain Convertible Promissory Note (the "Note") of even date herewith in favor of Secured Party in the original principal amount of \$ 126,000.00. 

B. As security for Parent's obligations to Secured Party under the Note, Debtor has agreed to execute this Agreement granting to Secured Party a security interest in certain intellectual property of Debtor.

A G R E E M E N T

In consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties, intending to be legally bound, agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party, to secure all of Parent's obligations under the Note, a security interest in all of Debtor's right, title and interest, presently or hereafter acquired, in, to and under any of the intellectual property listed on Schedule 1 attached hereto, wherever located (collectively, the "Collateral").

2. Covenants of Debtor.

2.1 Financing Statements. Debtor shall execute and deliver from time to time such financing statements, continuation statements and any additional instruments as may be reasonably required by Secured Party to preserve and perfect the security interest created hereby.

2.2 Disposal of Collateral/Liens. Except as otherwise expressly provided herein, Debtor hereby covenants that until this Agreement terminates in accordance with Section 4 hereof, that it will not, without the prior written consent of Secured Party, create, incur, or permit to exist any pledge, mortgage, lien, charge, encumbrance or any security interest ("collectively, "Liens") whatsoever in or with respect to the Collateral except as created hereby or for Liens that are subordinate to Secured Party's security interest.

2.3 Change in Location. Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed where Debtor maintains its chief executive office. Debtor will not cause or permit any change in the location of its chief executive office to a jurisdiction other than the State of California unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change. Debtor

shall take all action reasonably required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral in connection with such change in location.

3. Remedies of Secured Party. Upon and after the failure of Debtor to perform any material covenant pursuant to this Agreement or Parent to perform any material covenant under the Note and the failure of Debtor or Parent, as applicable, to cure such default within thirty (30) days' written notice of such default by Secured Party, Secured Party shall have all of the rights and remedies of a secured party under the California Commercial Code or other applicable law in all relevant jurisdictions, all of which rights and remedies shall be cumulative and nonexclusive to the extent permitted by law; provided, however, that notwithstanding anything in this Agreement or the Note to the contrary, Secured Party shall look only to the security interest granted to it hereby in the Collateral hereunder for payment of the obligations under the Note and Secured Party will not seek any deficiency judgment against Parent.

4. Termination of Security Interest. Upon Parent's payment in full of all amounts due and owing under the Note or the termination of the Note, Secured Party shall take all action to cause appropriate UCC termination statements or other instruments to be filed with the appropriate governmental offices in all of the states and/or counties in which financing statements were filed pursuant to Section 2.1.

5. General Provisions.

5.1 Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of laws.

5.2 Arbitration. All claims or controversies in any way arising out of, relating to or associated with this Agreement shall be resolved by binding arbitration. Any arbitration required by this Agreement shall be conducted before a single arbitrator in Los Angeles County, California in accordance with the commercial arbitration rules of the American Arbitration Association then existing, and any award, order or judgment pursuant to such arbitration may be enforced in any court of competent jurisdiction. The arbitrator shall apply rules of California law and any claim or right to or award of punitive damages is expressly waived. The decision of the arbitrator shall be final and nonappealable. The arbitrator shall resolve only the questions presented to the arbitrator. All such arbitration proceedings shall be conducted on a confidential basis. Notwithstanding the foregoing, injunctive or other equitable relief in a court of law may be sought without proceeding through arbitration. The expenses of the arbitration shall be borne equally by both parties.

5.3 Severability. Each provision of this Agreement is intended to be severable. Should any provision of this Agreement or the application thereof, be judicially declared to be or becomes unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as

reasonably to effect the intent of the party hereto. The parties further agree to replace such unenforceable provision of this Agreement with an enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such unenforceable provision.

5.4 Assignability. Except in connection with a change in control or sale of substantially all of the assets of a party, neither this Agreement nor any interest herein shall be assignable (voluntarily, involuntarily, by judicial process or otherwise), in whole or in part, by any party to any other entity (other than to an affiliate of such party) without the prior written consent of the other party. Any attempt at such an assignment without such consent shall be void and, at the option of the party whose consent is required, shall be an incurable breach of this Agreement resulting in the termination of this Agreement.

5.5 Successors and Assigns. Each of the terms, provisions and obligations of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

5.6 Notices. Any notice given with respect to this Agreement shall be given via overnight mail or registered United States mail, return receipt requested. Any such notice given via overnight mail shall be deemed given on the next business day after deposit with the overnight courier. Any such notice given via the United States mail shall be deemed given on the second day after deposit with the United States Post Office. All notices given hereunder shall be addressed as follows:

If to Debtor:

Advanced Molecular Technologies, LLC
1077 Business Center Circle
Newbury Park, CA 91320
Attn: NEAL H. KATZ

If the Secured Party:

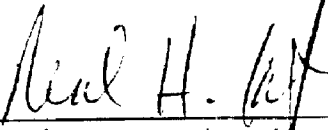
JOHN R. SYLCA
P.O. Box 93309
L.A. CA 90093
Attn: _____

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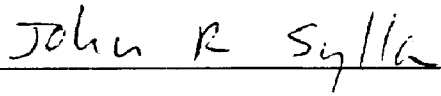

IN WITNESS WHEREOF, each of the parties has executed this Security Agreement
as of the date first set forth above.

"DEBTOR":

Advanced Molecular Technologies, LLC,
a Delaware limited liability company

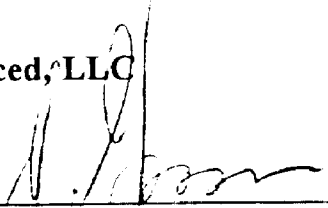
By: 
Name: NEAL H. KATZ
Title: CEO OF THE MAALCO

"SECURED PARTY":


By: 
Name: JOHN R. SYLLA
Title: INDIVIDUALLY

**ACKNOWLEDGED AND AGREED
BY THE MEMBERS OF DEBTOR:**

Advanced, LLC

By: 
Name: STEPHEN I. GARNER
Title: PRESIDENT OF THE MAALCO

Schedule 1

Description of Collateral

1. Any and all Intellectual Property owned and controlled by Advanced Molecular Technologies, LLC, a Delaware limited liability company, including but not limited to the following United States Patents # 6,016,798 dated January 25, 2000 and # 6,019,499 dated February 1, 2000

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 13th day of JULY, 2000, between Advanced, LLC, dba Sacred Earth Technologies, a California limited liability company ("Debtor"), and JOHN R. SYLLA ("Secured Party").

RECITALS

A. Debtor executed that certain Convertible Promissory Note (the "Note") of even date herewith in favor of Secured Party in the original principal amount of \$ 31,500.00 with similar notes in the aggregate total of \$350,000. C. J. J.

B. As security for Debtor's obligations to Secured Party under the Note, Debtor has agreed to execute this Agreement granting to Secured Party a security interest in certain intellectual property of Debtor

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties, intending to be legally bound, agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party, to secure all of Debtor's obligations under the Note, a security interest in all of Debtor's right, title and interest, presently or hereafter acquired, in, to and under any of the intellectual property listed on Schedule 1 attached hereto, wherever located (collectively, the "Collateral").

2. Covenants of Debtor.

2.1 Financing Statements. Debtor shall execute and deliver from time to time such financing statements, continuation statements and any additional instruments as may be reasonably required by Secured Party to preserve and perfect the security interest created hereby.

2.2 Disposal of Collateral/Liens. Except as otherwise expressly provided herein, Debtor hereby covenants that until this Agreement terminates in accordance with Section 4 hereof, that it will not, without the prior written consent of Secured Party, create, incur, or permit to exist any pledge, mortgage, lien, charge, encumbrance or any security interest ("collectively, "Liens") whatsoever in or with respect to the Collateral except as created hereby or for Liens that are subordinate to Secured Party's security interest.

2.3 Change in Location. Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed where Debtor maintains its chief executive office. Debtor will not cause or permit any change in the location of its chief executive office to a jurisdiction other than the State of California unless Debtor shall have notified Secured Party in

writing of such change at least thirty (30) days prior to the effective date of such change. Debtor shall take all action reasonably required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral in connection with such change in location.

3. Remedies of Secured Party. Upon and after the failure of Debtor to perform any material covenant pursuant to this Agreement or the Note and the failure of Debtor to cure such default within thirty (30) days' written notice of such default by Secured Party, Secured Party shall have all of the rights and remedies of a secured party under the California Commercial Code or other applicable law in all relevant jurisdictions, all of which rights and remedies shall be cumulative and nonexclusive to the extent permitted by law.

4. Termination of Security Interest. Upon Debtor's payment in full of all amounts due and owing under the Note or the termination of the Note, Secured Party shall take all action to cause appropriate UCC termination statements or other instruments to be filed with the appropriate governmental offices in all of the states and/or counties in which financing statements were filed pursuant to Section 2.1.

5. General Provisions.

5.1 Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of laws.

5.2 Arbitration. All claims or controversies in any way arising out of, relating to or associated with this Agreement shall be resolved by binding arbitration. Any arbitration required by this Agreement shall be conducted before a single arbitrator in Los Angeles County, California in accordance with the commercial arbitration rules of the American Arbitration Association then existing, and any award, order or judgment pursuant to such arbitration may be enforced in any court of competent jurisdiction. The arbitrator shall apply rules of California law and any claim or right to or award of punitive damages is expressly waived. The decision of the arbitrator shall be final and nonappealable. The arbitrator shall resolve only the questions presented to the arbitrator. All such arbitration proceedings shall be conducted on a confidential basis. Notwithstanding the foregoing, injunctive or other equitable relief in a court of law may be sought without proceeding through arbitration. The expenses of the arbitration shall be borne equally by both parties.

5.3 Severability. Each provision of this Agreement is intended to be severable. Should any provision of this Agreement or the application thereof, be judicially declared to be or becomes unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the party hereto. The parties further agree to replace such unenforceable provision of this Agreement with an enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such unenforceable provision.

5.4 Assignability. Except in connection with a change in control or sale of substantially all of the assets of a party, neither this Agreement nor any interest herein shall be assignable (voluntarily, involuntarily, by judicial process or otherwise), in whole or in part, by any party to any other entity (other than to an affiliate of such party) without the prior written consent of the other party. Any attempt at such an assignment without such consent shall be void and, at the option of the party whose consent is required, shall be an incurable breach of this Agreement resulting in the termination of this Agreement.

5.5 Successors and Assigns. Each of the terms, provisions and obligations of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

5.6 Notices. Any notice given with respect to this Agreement shall be given via overnight mail or registered United States mail, return receipt requested. Any such notice given via overnight mail shall be deemed given on the next business day after deposit with the overnight courier. Any such notice given via the United States mail shall be deemed given on the second day after deposit with the United States Post Office. All notices given hereunder shall be addressed as follows:

If to Debtor: Advanced, LLC, dba Sacred Earth Technologies
1077 Business Center Circle
Newbury Park, CA 91320
Attn: KEAN H. FATE

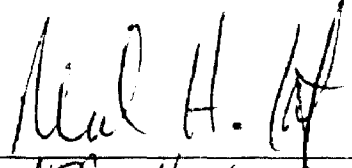
If the Secured Party: JOHN R. SYLLA
P.O. BOX 93309
L.A. CA 90093
Attn: _____

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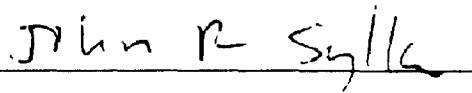
IN WITNESS WHEREOF, each of the parties has executed this Security Agreement
as of the date first set forth above.

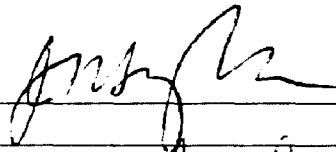
"DEBTOR":

ADVANCED, LLC, dba
SACRED EARTH TECHNOLOGIES
a California limited liability company

By: 
Name: NEIL H. KORTE
Title: CEO OF THE MANAGER

"SECURED PARTY":



By: 
Name: _____
Title: individually

Schedule 1

Description of Collateral

1. Any and all Intellectual Property owned and controlled by Advnaced, LLC, d.b.a. Sacred Earth Technologies, a California limited liability company, and the following California limited liability affiliate companies under its managerial control: Advanced Ceramics, LLC; Advanced Science Technologies, LLC; Advanced Gas Dynamics, LLC and Advanced Fire, LLC (a company in formation).

faxed
7/25/01 4 35 PM

REVISED AND RESTATED FORBEARANCE AGREEMENT

This Revised and Restated Forbearance Agreement ("Agreement") is entered into as of July 17, 2001 by and among Advanced, LLC, a California Limited Liability Company ("Advanced"), Advanced Molecular Technologies, LLC, a Delaware Limited Liability Company ("AMT"), and John R. Sylla ("Sylla").

WHEREAS, the parties previously entered into a Forbearance Agreement as of April 11, 2001 (the "Original Agreement.")

WHEREAS, at a duly convened meeting the Members of Advanced ratified the Original Agreement subject to the changes set forth in this Agreement, and the parties wish to revise and restate the Original Agreement as so changed and reflected in this Agreement.

WHEREAS, Sylla lent Advanced \$126,000 pursuant to a Convertible Promissory Note dated July 13, 2000 ("Advanced Note") issued to Sylla in the amount of \$126,000 and secured by a Security Agreement of even date.

WHEREAS, Sylla lent AMT \$31,500 pursuant to a Convertible Promissory Note dated July 13, 2000 ("AMT Note") issued to Sylla in the amount of \$31,500 and secured by a Security Agreement of even date.

WHEREAS, pursuant to the two Security Agreements mentioned above, Sylla filed an UCC-1 Financing Statement signed by Advanced and AMT in early January 2001.

WHEREAS, subsequent to the Advanced Note Agreement, Sylla has made additional loans to Advanced in the following amounts, the first of which was documented by a Convertible Promissory Note dated January 5, 2001 ("January Note") that was executed by Advanced and faxed to Sylla, although the original of such note has not been delivered.

WHEREAS, the original two loans and such additional loans have to date taken the form of both wire transfers to Advanced and payment by Sylla of Advance's expenses in the following amounts through the date of the Original Agreement:

\$126,000.00	original loan to Advanced, check
\$31,500.00	original loan to AMT, check
\$16,500.00	wire transfer to Advanced
\$3,500.00	deposited to Evgeny (\$2,500) and Igor (\$1,000)
\$15,000.00	wire transfer to Advanced
\$6,750.00	deposited to Efim
\$2,500.00	deposited to Evgeny
\$600.00	check to Advanced
\$1,500.00	deposited to Igor
\$5,000.00	deposited to Efim
\$16,000.00	wire transfer to Advanced
\$6,000.00	deposited to scientists' accounts
\$8,000.00	deposited to Efim

[Handwritten signatures]

\$200.00	cash to Advanced (Igor expenses)
\$816.55	parts charged to Sylla credit card
\$2,476.94	parts charged to Sylla credit card
\$382.47	parts charged to Sylla credit card
\$2,804.24	parts charged to Sylla credit card
\$53.07	parts charged to Sylla credit card
\$900.00	cash paid to Igor for expenses (plane ticket)
\$643.60	hotel charged to Sylla credit card (Igor)
\$900.00	cash paid to Peter for expenses
\$336.10	hotel charged to Sylla credit card (Peter)
\$50,000.00	wired to Advanced (\$23,000) and Efim (\$27,000) upon execution hereof
\$298,362.97	TOTAL

WHEREAS, the Original Agreement extended payments until July 15, 2001.

WHEREAS, subsequent to the Original Agreement, Sylla lent additional sums as follows:

\$5,000.00	check to Efim
\$5,000.00	check to Petr
\$5,000.00	check to Evgeny
\$5,000.00	check to Igor
\$7,000.00	wire transfer to Advanced
\$13,000.00	wire transfer to Efim
\$4,865.00	tickets charged to AmEx
\$500.00	check to Nikolai
\$2,100.00	check to Efim (air tickets)
47,465.00	TOTAL

WHEREAS, Sylla traveled to Russia and incurred expenses that will be assumed and reimbursed by Advanced if properly presented, not to exceed \$6,000.

WHEREAS, the Advanced Note, the AMT Note, the January Note and the as yet undelivered notes evidencing all subsequent loans above came into default on July 15, 2001.

WHEREAS, Sylla has not given Advanced nor AMT notice of default under the notes, and is willing on the terms of this Agreement to waive such defaults retroactively.

WHEREAS, the parties wish to document the additional loans.

WHEREAS, Advanced and AMT wish to avoid Sylla declaring a default on the notes and taking steps to foreclose on his perfected security interest that covers all the intellectual property of Advanced, AMT and certain affiliates (as more specifically described in the UCC-1 Financing Statement), and

WHEREAS Sylla is amenable to extending the notes on the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used but not defined herein shall have the respective meanings given in the Advanced Note and the AMT Note, which are incorporated by reference. This Agreement amends and supersedes in its entirety the Original Agreement.
2. Advanced will forthwith deliver the original January Note and notes evidencing the other loans referred to above to Sylla.
3. Vacant.
4. All of the Maturity Dates of such notes are extended until August 31, 2001, and Sylla waives defaults of non-payment from January 15, 2001 through the date of this Agreement.
5. Subject to paragraph 15 below, all of the notes referred to herein (the Advanced Note, the AMT Note, the January Note, and notes for other loan amounts described above) plus notes evidencing any future loans by Sylla to Advanced, may be converted to Membership Interests in Advanced on the basis of the paragraphs of each such note captioned "Mandatory Conversion" and "Conversion at Election of Payee" (the "Conversion Paragraphs"); provided however, that the conversion rate shall now be as follows: each note may be converted into (and the Maker shall issue to Payee) a Membership Interest in Advanced representing a Percentage Interest based on a pre conversion valuation of Advanced of \$1,876,993. For example, a loan amount of \$298,362.97 represents 15.8958% of the pre conversion valuation of \$1,876,993, so the post conversion Membership Interest would be 15.8958% divided by the sum of 100% plus 15.8958%, or 13.7199%, and the previous Members will hold after such conversion the balance (86.2801%) allocated pro rata. In any such conversion, Sylla will waive interest upon the notes. All terms to the contrary in the Conversion Paragraphs are hereby superseded.
6. Payee shall have the additional right under the Conversion Paragraphs to effect conversion without notice immediately prior to the closing of the sale of all or substantially all of the assets or business of Advanced.
7. Sylla will make loans of the additional \$50,000 referred to in the preamble forthwith, and Advanced agrees to use such sums to develop, preserve and legally protect the assets under the Security Agreements.
8. The Security Agreements shall henceforth be cross-collateralized and secure all loans made by Sylla.
9. The notes shall become immediately due and payable in any Event of Default defined as any of the following:
 - (a) Payments. The Maker shall fail to make any payment due under a note after the same shall become due and such failure shall continue for five business days after receipt of written notice;
 - (b) Liens. The Maker shall suffer the imposition upon the Collateral or any part thereof of any material claim, lien, security interest, encumbrance or charge,

except as contemplated by the Security Agreement, and except for normal liens for taxes not yet due and materialmen's liens or similar liens;

(c) Covenants. The Maker shall fail to perform or observe any material covenant, condition or agreement to be performed or observed by the Maker in a note or the Security Agreement and such failure shall continue unremedied after occurrence of such failure for a period of fifteen (15) days;

(d) Insolvency. The Maker shall have become insolvent or bankrupt or admit in writing its inability to pay any of its debts as they mature or make an assignment for the benefit of creditors, or a receiver or trustee shall have been appointed with respect to the Maker or any of the Maker's estate; provided, that an Event of Default shall not have occurred under this Note if such action is opposed by the Maker and is dismissed within thirty (30) days; or

(e) Bankruptcy. Bankruptcy, reorganization arrangement, insolvency or liquidation proceedings for relief under the United States Code or any bankruptcy law or similar law now or hereafter in force for the relief of debtors shall be instituted by or against the Maker and, solely with respect to any proceedings instituted against the Maker by a third party, the Maker shall fail to dismiss or to stay such proceedings within thirty (30) days of such institution.

10. The Option Agreement made as of July 13, 2000 between Sylla and Advanced is terminated.

11. The terms of this Agreement represent a compromise, for adequate mutual consideration, the adequacy of which is mutually acknowledged.

12. Except as expressly amended hereby, the various agreements referred to herein remain in full force and effect. The "General Provisions" in Section 5 of the Security Agreement between Advanced and Sylla are incorporated by reference.

13. This Agreement was ratified and approved by a Majority Interest of the Membership of Advanced, LLC pursuant to the terms of the Advanced, LLC Operating Agreement.

14. Sylla agrees to negotiate in good faith the exchange of his creditor interest as paid in capital on the same terms as new money in a viable reorganization plan.

15. Notwithstanding anything herein above, Sylla agrees that if Hush Sohaili and/or any of his associates, including but not limited to Ronny Apfel et al. in New York, Mike Palmer, or others, provide funding of reorganization plan acceptable to Advanced, LLC then Sylla, will accept full payment of his debt at or before the Maturity Date, and waive in full all of his conversion rights, provided that the Notes are paid in full at or prior to Maturity. . This undertaking shall not apply to financings or reorganizations proposed by others.

IN WITNESS WHEREOF, each of the parties has executed this Revised and Restated Forbearance Agreement as of the date first set forth above.

ADVANCED, LLC

By: Neal H. Katz

Name: NEAL H. KATZ

Title: CEO OF THE MANAGER, BOOFOS, INC.

ADVANCED MOLECULAR TECHNOLOGIES, LLC

By: Stephen L. Gaines

Name: STEPHEN L. GAINES

Title: PRESIDENT OF THE MANAGER, BOOFOS, INC.
OF THE MANAGER FOR ADVANCED MOLECULAR TECHNOLOGIES, LLC
ADVANCED, LLC.

Signed: John R. Syta

John R. Syta

0100660932

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional) 323 969 8090	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
JOHN R SYLLA PO BOX 93309 LOS ANGELES CA 93309	
D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING	



FILED
SACRAMENTO, CA
JAN 02, 2001 AT 1337
BILL JONES
SECRETARY OF STATE

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME ADVANCED, LLC			
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 1077 BUSINESS CENTER CIRCLE		CITY NEWBURY PARK	STATE CA COUNTRY USA POSTAL CODE 91320
1d. S.S. OR TAX I.D.# 95 4738848	OPTIONAL ADDNL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY LTD LIAB CO	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION CALIFORNIA
1g. ENTITY'S ORGANIZATIONAL I.D.#, if any 199910210027			NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME ADVANCED MOLECULAR TECHNOLOGIES, LLC			
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS 1077 BUSINESS CENTER CIRCLE		CITY NEWBURY PARK	STATE CA COUNTRY USA POSTAL CODE 91320
2d. S.S. OR TAX I.D.# 77 049876	OPTIONAL ADDNL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY LTD LIAB CO	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION DELAWARE
2g. ENTITY'S ORGANIZATIONAL I.D.#, if any 8693686			NONE

3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - Insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME			
OR	3b. INDIVIDUAL'S LAST NAME SYLLA	FIRST NAME JOHN	MIDDLE NAME RICHARD SUFFIX
3c. MAILING ADDRESS PO BOX 93309		CITY LOS ANGELES	STATE CA COUNTRY USA POSTAL CODE 90093

4. This FINANCING STATEMENT covers the following types or items of property:

ANY AND ALL INTELLECTUAL PROPERTY OWNED AND CONTROLLED BY ADVANCED, LLC DBA SACRED EARTH TECHNOLOGIES, A CALIFORNIA LIMITED LIABILITY COMPANY, AND THE FOLLOWING CALIFORNIA LIMITED LIABILITY COMPANIES UNDER ITS MANAGERIAL CONTROL: ADVANCED CERAMICS, LLC; ADVANCED SCIENCE TECHNOLOGIES, LLC; ADVANCED GAS DYNAMICS, LLC; AND ADVANCED FIRE, LLC (A COMPANY IN FORMATION AT 13 JULY 2000); AND ANY AND ALL INTELLECTUAL PROPERTY OWNED AND CONTROLLED BY ADVANCED MOLECULAR TECHNOLOGIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING UNITED STATES PATENTS #6,016,798 DATED JANUARY 25, 2000 AND #6,019,499 DATED FEBRUARY 1, 2000; ALL PURSUANT TO SECURITY AGREEMENTS.

5. CHECK BOX (if applicable)	This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one) Documentary stamp/tax paid Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) ADVANCED, LLC BY <i>[Signature]</i>	8. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

(2) ACKNOWLEDGMENT COPY -- NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

FINANCING STATEMENT ADDENDUM — FOLLOW INSTRUCTIONS

THIS SPACE FOR USE OF FILING OFFICER

AdA. NAME OF FIRST DEBTOR ON RELATED FINANCING STATEMENT

ENTITY'S NAME

ADVANCED, LLC

OR

INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

AdB. MISCELLANEOUS:

Ad1. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (Ad1a or Ad1b)

Ad1a. ENTITY'S NAME

SACRED EARTH TECHNOLOGIES (ADVANCED, LLC, DBA)

OR

Ad1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Ad1c. MAILING ADDRESS

1077 BUSINESS CENTER CIRCLE

CITY

NEWBURY PARK

STATE

CA

COUNTRY

USA

POSTAL CODE

91320

Ad1d. S.S. OR TAX I.D.#

95 4738848

OPTIONAL
ADD'L INFO RE
ENTITY DEBTOR

Ad1e. TYPE OF ENTITY

LTD LIAB CO

Ad1f. ENTITY'S STATE

OR COUNTRY OF
ORGANIZATION

CALIFORNIA

Ad1g. ENTITY'S ORGANIZATIONAL I.D.#, if any

199910210027

NONE

Ad2. ADDITIONAL SECURED PARTY'S EXACT FULL LEGAL NAME - Insert only one name (Ad2a or Ad2b)

Ad2a. ENTITY'S NAME

OR

Ad2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Ad2c. MAILING ADDRESS

CITY

STATE

COUNTRY

POSTAL CODE

Ad3a. This FINANCING STATEMENT covers timber to be cut, minerals,
or mineral-related accounts, or is filed as a fixture filing.
Ad3b. This FINANCING STATEMENT covers crops growing or to be grown
on the real estate described below.

Ad4. Description of real estate:

Ad7. Additional collateral description:

Ad5. Name and address of a RECORD OWNER of above-described
real estate (if Debtor does not have a record interest):

Ad6. REQUIRED SIGNATURE
SACRED EARTH TECHNOLOGIES BY

[Signature] CEO of the Manager, EcoFoods Inc.

Ad8. Debtor is a TRANSMITTING UTILITY (if applicable)

(2) ACKNOWLEDGMENT COPY — NATIONAL ADDENDUM (FORM UCC1Ad) (TRANS) (REV. 12/18/95)

RECORDED: 09/20/2001

PATENT
REEL: 012188 FRAME: 0203