

06-27-2002

Form PTO-1595

(Rev. 03/01)

REC

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

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

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

## 1. Name of conveying party(ies):

Eric P. Demaray

06/24/02

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other **Promissory Note**

Execution Date: **July 12, 1999**

## 2. Name and address of receiving party(ies)

Name: **Joe S. Hecker**

Internal Address: \_\_\_\_\_

Street Address: **333 Weston Oaks Court**City: **Kirkwood** State: **MO** Zip: **63122**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)

**5,863,168**Additional numbers attached? ☐ Yes ☒ No

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

Name: **David G. Maire, Esq.**

Internal Address: \_\_\_\_\_

**Beusse Brownlee Bowdoin & Wolter, P.A.**Street Address: **390 N. Orange Ave., Ste. 2500**City: **Orlando** State: **FL** Zip: **32801**6. Total number of applications and patents involved: ☐7. Total fee (37 CFR 3.41).....\$ **40.00**☒ 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.***David G. Maire**  
Name of Person Signing**David G. Maire**  
Signature**6/13/2002**  
DateTotal number of pages including cover sheet, attachments, and documents: **4**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 013019 FRAME: 0111

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**PROMISSORY NOTE**

Date: July 12, 1999

\$ 15,000

For value received, the undersigned Eric P. Demaray (the Borrower), at 2013 Beaver Creek Drive, Daytona Beach, Florida 32114, promises to pay to the order of Joe S. Hecker, (the Lender), at 333 Weston Oakes Ct., Kirkwood, Missouri 63122, (or at such other place as the Lender may designate in writing) the sum of \$15,000.00 with interest from July 12<sup>th</sup>, 1999 on the unpaid principal at the rate of 8.5 % per annum.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 18.0 % annually until paid.

The unpaid principal and accrued interest shall be payable July 12th, 2000, (the Due Date), at which time the remaining unpaid principal or principal and interest shall be due in full.

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Borrower promises to pay a late charge of \$25.00 for each installment that remains unpaid more than 60 day(s) after its due date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

With the joint consent of the Borrower and the Lender this note may be renewed for One (1) year from the "Due Date" upon the payment of the interest due.

If any installments is not paid when due, the remaining unpaid balance and accrued interest shall become due immediately at the option of the Lender.

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the due date with no prepayment penalty.

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

This Note is secured by Eric P. Demaray's ownership of the Trademarks TAILWASHER, which is of federal trademark application U.S. Serial No.75/453,609, and TAILWASHER AND DESIGN, which is of federal trademark application U.S. Serial No. 75/453,610 along with the ownership of patent for WASHER WITH DETACHABLE EXTENSION, application U.S. Serial No.08/903,645 , Patent No. 5,863,168 with subsequent issued patents and TAILWASHER PLUS .The Lender is not required to rely on the above security instrument and the assets secured for the payment of this Note in the case of default, but may proceed directly against the Borrower.

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower(s) or Lender(s);
- 3) the filing of bankruptcy proceedings involving the Borrower as a Debtor;
- 4) the application for appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower
- 7) the misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of any assets pledged as security for the payment of this Note, or if there is a default in any security which secures this Note.

Borrower is required to maintain term life insurance payable to the Lender in an amount sufficient to pay the principal and accrued interest in full in the event of the Borrower's death.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

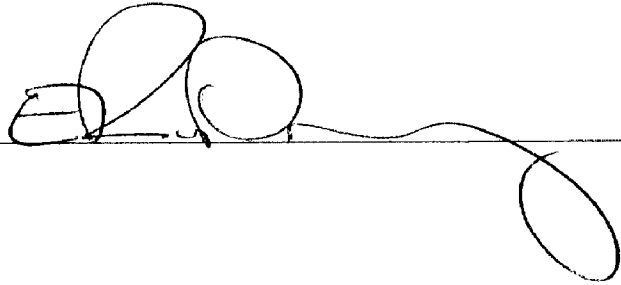
All payments of principal and interest on this Note shall be paid in the legal currency of the United States. Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This Note shall be construed in accordance with the laws of the State of Florida.

Signed this 12<sup>TH</sup> day of July, 1999, at 2090 S Nova Rd #AAZ1  
Daytona FL 32119.

Borrower:

By: \_\_\_\_\_