

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Secured Revolving Promissory Note

CONVEYING PARTY DATA

Name	Execution Date
B2E Corporation	12/26/2006

RECEIVING PARTY DATA

Name:	Alerion B2E, LLC
Street Address:	400 Plaza Drive
City:	Secaucus
State/Country:	NEW JERSEY
Postal Code:	07094

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	11115033
Application Number:	11064442
Application Number:	11064074
Patent Number:	5484600

CORRESPONDENCE DATA

Fax Number: (212)715-9525
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-715-7765
Email: creider@kramerlevin.com
Correspondent Name: Kramer Levin Naftalis & Frankel LLP
Address Line 1: 1177 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

59520-1

NAME OF SUBMITTER:

Jonathan S. Caplan

Total Attachments: 13

PATENT

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SECURED REVOLVING PROMISSORY NOTE

Lender: Alerion B2E, LLC ("Lender")
Address: 400 Plaza Drive
Secaucus, NJ 07094

December 26, 2006

Borrower: B2E Corporation
Address: 3330 Noyac Road, Bldg D-2
Sag Harbor, NY 11963

FOR VALUE RECEIVED, the undersigned Borrower, B2E Corporation ("**Borrower**"), hereby promises to pay to the order of Lender by crediting Lender's account at JP Morgan Chase Bank, or at such other account as Lender may indicate in writing, the principal sum of (the "**Maximum Amount**") or the then outstanding and unpaid principal amount hereof, and to pay interest on the unpaid principal amount hereof from time to time outstanding until paid in full at the interest rates, at the times and in the manner provided for below, in lawful money of the United States, in immediately available funds. Lender agrees, on the terms and conditions hereinafter set forth in this Secured Revolving Promissory Note (the "**Note**," and, together with the Investor Rights Agreement dated as of the date hereof by and among Lender, Borrower and the Stockholders and Lender Stockholders party thereto (the "**Investor Rights Agreement**"), the Guaranty, Security and Pledge Agreement of B2E Biotech LLC ("**Biotech**"), dated as of the date hereof ("**Guaranty No. 1**") and the Guaranty, Security and Pledge Agreement of B2E Microbials LLC ("**Microbials**"), and, together with Biotech, the "**Subsidiaries**" and each a "**Subsidiary**"), dated as of the date hereof ("**Guaranty No. 2**") and any other documents hereafter delivered to Lender by Borrower or the Subsidiaries in connection with the obligations of Borrower under this Note, the "**Transaction Documents**"), to make advances (each an "**Advance**") to Borrower from time to time on any business day from the date hereof until April 10, 2010 or, if earlier, the Maturity Date (as defined below), provided that the aggregate principal amount of outstanding Advances shall at no time exceed the Maximum Amount and provided that there shall not be, as of the time of such advance, an uncured Event of Default. For purposes of this Note, "business day" shall refer to a day other than a Saturday, Sunday or public or other banking holiday under the laws of the State of New York.

1. Advances

(a) Each Advance other than the initial Advance, (i) shall be an amount not less than and not more than and (ii) shall be made no less than 30 days after the date of any prior Advance. Notwithstanding the foregoing, at no time shall any Advance be made, to the extent that, immediately following such Advance the outstanding Advances would exceed the sum of (A) the value (at Borrower's or a Subsidiary's actual cost, as the case may be) of (i) unrefined methoprene, and (ii) raw material component inventory (i.e. S-Methoxycitronellal [SMCA], Methyl Isodehydroacetate [MIDA]), then held by Borrower or its Subsidiaries, as the case may be, (B) the value (at Borrower's or a Subsidiary's actual cost, as the case may be) of (i) unrefined methoprene, and (ii) raw material component inventory (i.e. S-

Methoxycitronellal [SMCA], Methyl Isodehydroacetate [MIDA]), Borrower, or a Subsidiary will purchase with the proceeds of such Advance, (C) Borrower's, or the Subsidiaries' Receivables, and (D) \$900,000 (the "**Financial Condition**"). For purposes hereof, "**Receivables**" means, with respect to the Borrower or a Subsidiary, the gross outstanding balance of each Account of the Borrower or a Subsidiary arising out of the sale of merchandise, goods or services in the ordinary course of business, that is made by the Borrower or a Subsidiary to a Person that is not an Affiliate (as defined in the Investor Rights Agreement) of the Borrower (and not including Accounts owing to Borrower from the Subsidiaries or Accounts owing to the Subsidiaries from Borrower); provided, however, that an account shall not be a "Receivable" if any of the following shall be true: (i) such Account is more than sixty (60) days past due; (ii) the debtor on such Account has disputed liability or made any claim with respect to any other Account due from such debtor to Borrower or a Subsidiary or any Affiliate of the Borrower or a Subsidiary but only to the extent of such dispute or claim; or (iii) the debtor on such Account has (A) filed a petition for bankruptcy or any other relief under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization or relief of debtors, (B) made an assignment for the benefit of creditors, (C) had filed against it any petition or other application for relief under the Bankruptcy Code or any such other law, (D) has failed, suspended business operations, become insolvent, called a meeting of its creditors for the purpose of obtaining any financial concession or accommodation or (E) had or suffered a receiver or a trustee to be appointed for all or a significant portion of its assets or affairs; or (iv) such Account is subject to a lien in favor of any Person other than Lender; or (v) such Account is subject to any deduction, offset, counterclaim, return privilege or other conditions other than volume sales discounts given in the ordinary course of the Borrower's or a Subsidiary's business but only to the extent of such deduction, offset or counterclaim; or (vi) the debtor on such Account is a governmental authority; (vii) the Borrower or a Subsidiary, in order to be entitled to collect such Account, is required to perform any additional service for, or perform or incur any additional obligation to, the Person to whom or to which it was made.

(b) Each Advance shall be made on notice (a "**Request for Advance**") given by Borrower, prior to March 31, 2010 or, if earlier, the Maturity Date and not later than ten business days prior to the date of the proposed Advance (except in the case of the initial Advance), in a written notice from an Officer of the Borrower (i) specifying the requested date of such Advance, and (ii) specifying the aggregate amount of such Advance. Lender will make such funds immediately available to Borrower by crediting Borrower's account at Bank of America, 14 Newtown Lane, East Hampton, NY, 11937,

2. **Interest.** The rate of interest per annum to be charged on outstanding Advances under this Note during each day of the year set forth below shall be the rate corresponding to such year as follows:

2006 and 2007

2008

2009

2010

Thereafter until the
Maturity Date (as

defined below)

Interest under this Note shall be computed on the basis of the actual number of days elapsed over a year of 365 days.

3. **Payments.** This Note is payable in cash in successive quarterly installment payments, commencing three months after the date hereof and continuing on the same date of each third month thereafter until the Maturity Date (as defined below). Each quarterly installment payment shall be in an amount necessary to pay interest only on the unpaid principal balance of this Note, in arrears, except that the final payment shall be a balloon payment in the amount of all remaining principal, all accrued but unpaid interest and all other amounts owing hereunder. If any amount becomes due and payable hereunder on a Saturday, Sunday or public or other banking holiday under the law of the State of New York, with respect to such amount the payment date shall be extended to the next succeeding business day, and interest shall be payable thereon at the rate herein specified during such extension.

4. **Note secured.** This Note and all amounts due hereunder are secured by, and Borrower hereby grants to Lender a security interest in, all now owned and hereafter acquired property and assets of Borrower and the Proceeds and products thereof (which property and assets are referred to herein collectively as the "**Collateral**"), including, without limitation, all property of Borrower now or hereafter held or possessed or acquired or in which Borrower has or at any time in the future may acquire any right, title or interest, including the following:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Computer hardware and software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (d) Electronic Chattel Paper;
- (e) Deposit Accounts;
- (f) Documents;
- (g) Equipment;
- (h) Financial Assets;
- (i) General Intangibles, including Payment Intangibles, Software and all patents, patent licenses, trademarks, trademark licenses, rights in intellectual property, goodwill, tradenames, service marks, trade secrets, know-how, copyrights, permits and licenses other than any intent-to-use trademark applications;

- (j) Instruments;
- (k) Inventory;
- (l) Investment Property;
- (m) Letters of Credit and Letter of Credit Rights;
- (n) Money (of every jurisdiction whatsoever);
- (o) Supporting Obligations; and
- (p) to the extent not included in the foregoing, all other personal property of any kind or description together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all Proceeds, products, rents, issues, profits and returns of and from any of the foregoing.

Borrower hereby authorizes Lender to file financing statements with respect to the Collateral. Unless otherwise defined in this Note, terms defined in Article 1, 8 or 9 of the Uniform Commercial Code in effect in the State of New York are used in this Agreement as such terms are defined in such Article 1, 8 or 9. This Note and all amounts hereunder are also guaranteed and secured by the Subsidiaries as more specifically set forth in Guaranty No. 1 and Guaranty No. 2.

5. **Maturity date.** All payments of principal and interest outstanding under this Note shall become due and payable on the date of the earliest to occur of the following events: (i) January 1, 2011, (ii) the acceleration of the maturity of the amounts due hereunder upon an Event of Default (as herein defined) in accordance with the provisions of this Note, or (iii) upon a Change of Control (as defined in the Investor Rights Agreement). The date on which this Note shall become due and payable is referred to as the "**Maturity Date.**"

6. **Prepayment.** Borrower may prepay this Note in full or in part at any time without penalty, in principal amounts which are _____, together with accrued and unpaid interest to date thereon, provided that Borrower shall provide Lender with five (5) days prior written notice thereof. Any principal amounts pre-paid may, subject to the other terms and conditions hereof, be re-borrowed.

7. **Covenants.** Borrower covenants and agrees with Lender that so long as this Note shall remain in effect and until all Advances evidenced hereby, together with interest, have been paid in full; in each case, unless Lender shall otherwise consent in writing:

- (a) Borrower shall deliver to Lender any such notices, projections and other information that Lender may reasonably request, including, but not limited to, (i) monthly management reports delivered electronically within fifteen (15) days after the end of each calendar month, (ii) annual financial statements delivered within ninety (90) days after the end of each of Borrower's fiscal year, and (iii) upon request of the Lender, annual audited consolidated and unconsolidated financial statements within one hundred twenty (120) days after the end of the Borrower's fiscal year, prepared in accordance with GAAP or on a cash basis.

- (b) Borrower shall, at all times, do, make, execute, deliver and record, register or file all financing statements and other instruments, acts, pledges, leasehold or other mortgages, amendments, modifications, assignments and transfers (or cause the same to be done) and will deliver to Lender such instruments and/or documentation evidencing items of Collateral as may be requested by Lender to better secure or perfect Lender's security interest in the Collateral or any security interest, mortgage or Lien with respect thereto. Borrower authorizes Lender to execute, file, record and register all of the aforesaid on Borrower's behalf.
- (c) The proceeds of the Advances shall be used by Borrower exclusively to fund working capital and general corporation purposes, including the arbitration between Robert Sjogren and Wellmark International being handled by the American Arbitration Association in Chicago, IL (the "Arbitration"); provided, however, that sixty five percent (65%) of each Advance shall be used solely to fund purchases by Borrower or a Subsidiary of (i) unrefined methoprene, (ii) raw material component inventory (i.e. S-Methoxycitronellal [SMCA], Methyl Isodehydroacetate [MIDA]), or (iii) finished goods inventory. Notwithstanding the foregoing, (i) _____ of the initial Advance may be used in connection with the Arbitration, (ii) Lender shall disburse, out of the proceeds of the initial Advance, an amount _____ required to pay off the loan referenced in the payoff letter dated December 26, 2006 and attached hereto as Exhibit A (the "Payoff Letter"), directly to the lender referenced therein in accordance with the directions set forth the Payoff Letter, and (iii) Lender shall withhold from the proceeds of the initial advance, an amount equal to the reimbursement provided for under Section 12.
- (d) Borrower shall not take any action in contravention of Lender's security interest in the Collateral or grant or permit to exist any lien, security interest in the Collateral, or pledge any of its assets or equity interests, except in favor of Lender.
- (e) Borrower shall not create issue, incur, assume, become liable in any respect of or suffer to exist any Indebtedness that would rank senior in priority to this Note. As used herein, "Indebtedness" shall mean all Indebtedness for borrowed money, all obligations for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of business), all obligations evidenced by notes, bonds, debentures or other similar instruments, all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by Borrower, all capital lease obligations, all obligations, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements. The Indebtedness of Borrower shall include the Indebtedness of any other entity (including any partnership in which such person is a general partner) to the extent Borrower is liable therefor as a result of such Borrower's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Borrower is not liable therefor.
- (f) Borrower shall promptly notify the Lender in writing of the occurrence of any Event of Default.

8. **Conditions; Share Issuances.**

(a) **Conditions to Initial Advance.** The obligations of Lender to make the initial Advance hereunder to Borrower shall not become effective until each of the following conditions is satisfied or waived in the Lender's sole discretion:

(i) Lender shall have received the following documents:

(A) this Note executed by Borrower; (B) the Investor Rights Agreement executed by Borrower and the stockholders of Borrower; (C) Guaranty No. 1 executed by Biotech and Guaranty No. 2 executed by Microbials, (D) the commitment fee in the form of issuance to members of Lender designated by written notice of Lender to Borrower (which notice shall also specify the percentage of the shares so issued to be issued to each such member) (a "**Designation Notice**"), shares of Borrower common stock, par value \$0.01 per share ("**Common Stock**"), representing an aggregate of 2% of the Common Stock of Borrower then issued and outstanding on a fully diluted basis (taking into account such shares and any other shares issued in connection with such Advance (i.e. post-money)), accompanied by a certificate of an Officer of the Company setting forth in reasonable detail the calculation of the number of shares so issued; (E) Topping Principal Shares (as herein defined); (F) UCC-1 financing statements naming Borrower and the Subsidiaries as debtors, Lender as secured party and describing the Collateral and the collateral described in Guaranty No. 1 and Guaranty No. 2; (G) a Request for Advance executed by Borrower, (H) a true, complete and correct list of the authorized Capital Stock (as defined in the Investor Rights Agreement) of Borrower and the holders thereof, listing each holders holdings of such authorized Capital Stock, and (I) a certificate, executed by an officer of the Borrower (i) certifying the value (determined in the manner set forth in Section 1(a) above) of (A) unrefined methoprene, and (B) raw material component inventory (i.e. S-Methoxycitronellal [SMCA], Methyl Isodehydroacetate [MIDA]), which Borrower and the Subsidiaries then own and will purchase with the proceeds of the initial Advance, (ii) certifying the value of the Company's and the Subsidiaries' Receivables, and (iii) certifying the Financial Condition has been satisfied with respect to the initial Advance.

(ii) Lender shall have received lien searches against Borrower, and each of the Subsidiaries indicating that there are no liens against any of the Collateral or the collateral as described in Guaranty No.1 and Guaranty No. 2.

(iii) Lender shall have received and reviewed to it's satisfaction, (i) Borrower's and each Subsidiary's certificate of incorporation and bylaws, (ii) Borrower's most recent consolidated and unconsolidated financial statements, and (iii) Borrower's and each Subsidiary's 2007 annual budget.

(b) **Conditions to Additional Advances.** On the date on which each Advance is to be made: (a) Lender shall have received a Request for Advance executed by Borrower; (b) the representations and warranties set forth herein and in any Transaction Document delivered herewith, shall be true and correct in all material respects with the same effect as though made on and as of such date; (c) Lender shall be satisfied that no event has occurred which would reasonably be expected to cause a material adverse change in Borrower's, or any Subsidiary's business; (d) there shall be no material litigation or regulatory or administrative proceeding involving Borrower, or any Subsidiary other than the

Arbitration; (e) Borrower and the Subsidiaries shall be in compliance with all the terms and provisions contained herein and in the Transaction Documents to be observed or performed; (f) no Event of Default (as defined below) shall have occurred and be continuing; (g) Borrower shall have issued in accordance with a Lender's Designation Notice provided by Lender in connection with such issuance the Topping Principal Shares; (h) Borrower shall have provided to Lender a certificate, executed by an officer of the Borrower (i) certifying the value (determined in the manner set forth in Section 1(a) above) of (A) unrefined methoprene, and (B) raw material component inventory (i.e. S-Methoxycitronellal [SMCA], Methyl Isodehydroacetate [MIDA]), which Borrower and the Subsidiaries then own and will purchase with the proceeds of such Advance, (ii) certifying the value of the Company's and the Subsidiaries' Receivables, (iii) certifying the Financial Condition has been satisfied with respect to such Advance, (iv) certifying that all representations and warranties made in the Transaction Documents are true and correct as of the date on which such Advance is to be made, and (v) that all covenants required to be complied with as of the date on which such Advance is to be made pursuant to the relevant Transaction Documents have been complied with; and (i) Borrower shall have provided to Lender a certificate of each Subsidiary, executed by an officer of such Subsidiary certifying that (i) all the representations and warranties made by such Subsidiary in Section 4 of Guaranty No. 1 or Guaranty No. 2, as applicable, are true and correct as of the date on which such Advance is to be made, and (ii) that all covenants required to be complied with as of the date on which such Advance is to be made pursuant to the relevant Transaction Documents have been complied with. For purposes hereof, "**Topping Principal Shares**" shall refer to shares of Borrower's Common Stock representing a percentage of the Common Stock of Borrower then issued and outstanding on a fully diluted basis (taking into account such Topping Principal Shares and any other shares issued to Lender's members in connection with such Advance (i.e. post-money)) equal to the product of .00000667 and the Topping Principal Amount, which at the time of issuance shall be accompanied by a certificate of an Officer of the Company setting forth in reasonable detail the calculation of the number of shares so issued. The "**Topping Principal Amount**" shall equal the excess (if any) of the principal amount outstanding hereunder immediately following such Advance over the greatest principal amount outstanding hereunder at any time prior to such Advances.

(c) On each of January 1, 2009 and January 1, 2010, the Company shall issue in accordance with a Lender's Designation Notice provided by Lender in connection with such issuance shares of Borrower's Common Stock representing the product of (A) 1% of the Common Stock of Borrower then issued and outstanding on a fully diluted basis (taking into account the shares so issued, and (B) a fraction, the numerator of which is the principal amount then outstanding under this Note and the denominator of which is the Maximum Amount; and at the time of issuance, the shares so issued shall be accompanied by a certificate of an Officer of the Company setting forth in reasonable detail the calculation of the shares so issued.

9. **Events of Default; Remedies.** Upon Borrower's failure to make any payment when due hereunder, or Borrower's or any Subsidiary's breach of any of its obligations under the Transaction Documents, or Borrower's breach of any covenant, representation or warranty made in the Transaction Documents, or Borrower's or any Subsidiary's bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due (each, an "**Event of Default**"), Lender may, if such Event of Default has not been remedied by Borrower within fifteen (15) days (or three (3) business days in the case of a payment default), at any time after the occurrence of such Event of Default, at its option to the maximum extent permitted by applicable law, (a) accelerate the maturity of this loan, declare all principal, interest and other charges payable hereunder immediately due and payable and seek any and all other remedies available for the enforcement of this Note, at law, in equity or otherwise and (b) in its

sole discretion, take any action with respect to the Collateral, including foreclosure, in order to realize the value therefrom. Notwithstanding the foregoing, all principal, interest and other charges payable hereunder shall be automatically and immediately due and payable upon Borrower's, or any Subsidiary's bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due. Lender may exercise the option to accelerate upon the occurrence of an Event of Default by Borrower or any Subsidiary, in accordance with this Section 9, regardless of any prior forbearance. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.

10. **Interest upon default.** Borrower agrees that, in addition to any other remedy to which Lender is entitled, if any amounts due hereunder are not paid when due, whether on an interest payment date, at maturity or accelerated maturity as provided herein (in addition to any other interest, fees, or expenses which may accrue as a result of such Event of Default), such unpaid amounts will continue to bear interest at the rate set forth herein, as such rate may adjust from time to time, plus 2% (200 basis points), without waiving any Event of Default caused thereby.

11. **Waivers.** Borrower waives demand and presentment for payment, notice of non-payment or dishonor, notice of protest and protest of this Note and any other notice required to be given by applicable law and agrees that its liability hereunder shall not be affected by any renewals, amendments or modifications of this Note, or extensions of the time of payment of all or any part of the amount owing hereunder at any time or times.

12. **Expenses; Attorneys' Fees.** Borrower agrees to reimburse fifty percent (50%) of Lender's counsel fees and expenses in connection with the Transaction Documents, including outside counsel fees, up to a maximum reimbursement of fifteen thousand dollars (\$15,000), which reimbursement shall be paid out of the proceeds of the initial advance hereunder or, to the extent at Lender's election not so paid, promptly upon Lender's written request. Borrower agrees to pay any and all court costs incurred by Lender in a legal action based on an Event of Default. Borrower agrees to pay, to the extent allowed by law, reasonable attorneys' fees, costs and expenses paid or incurred by Lender in connection with the collection or enforcement of this Note, including but not limited to reasonable attorneys' fees, court costs, and costs incurred in connection with any bankruptcy proceedings, whether or not suit is filed. Borrower agrees to pay in full all amounts due under the Note without setoff, counterclaim, or any deduction whatsoever.

13. **Loan Charges.** If a law, which applies to this Note and sets maximum loan charges, is finally interpreted so that the interest or other loan charges or consideration collected or to be collected pursuant to the Transaction Documents exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment, not subject to prepayment minimums set forth herein.

14. **Miscellaneous.** No provision of this Note shall be amended, waived, modified or limited except by a written agreement signed by Lender and Borrower. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision hereof. No delay or omission on the part of Lender in exercising any rights hereunder shall operate as a waiver of such right or of any

other right under this Note. Borrower may not assign this Note without the prior written consent of Lender. This Note shall be binding upon Borrower and its permitted successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

15. **Governing law.** This Note shall be governed and construed in accordance with the internal laws of the State of New York, without reference to principles of conflicts of law.

16. **Venue.** The undersigned consent to the exclusive jurisdiction of any State or Federal court sitting in the State New York in connection with any action or proceeding relating to the Transaction Documents.

17. **Notice.** Unless otherwise indicated, all notices and other communications in connection with this Agreement shall be given in the manner and to the addresses set forth below or in the Investor Rights Agreement.

18. **Release of Liens.** Upon the payment in full of all principal, interest, costs and expenses under this Note, and the termination of Borrower's right to borrow hereunder, all liens and security interests of Lender upon or in the Collateral, and the collateral as described in Guaranty No. 1 and Guaranty No. 2 shall terminate and be released. Borrower may file any and all termination statements in respect of financing statements filed hereunder, and Lender shall, upon Borrower's request and at Borrower's expense, execute and deliver any and all other documents reasonably requested by Borrower to give effect to such release.

Signed this 26 day of December, 2006

BORROWER:

B2E CORPORATION
B2E Corporation
3330 Noyac Road, Bldg D-2
Sag Harbor, NY 11963

By: 
Name: William Mintz
Title: President

LENDER:

ALERION B2E, LLC

By: _____
Name: _____
Title: _____

Signature Page to Secured Promissory Note

Signed this 21st day of December, 2006

BORROWER:

B2E CORPORATION
B2E Corporation
3330 Noyac Road, Bldg D-2
Sag Harbor, NY 11963

By: _____

Name: William Mintz

Title: President

LENDER:

ALERION B2E, LLC

By: Hartz Trading, Inc.
Manager

By: _____

Name: Jonathan Schindel

Title: Assistant Secretary and General Counsel

Signature Page to Secured Promissory Note

Exhibit A

Payoff Letter

PATENT

RECORDED: 01/08/2007

REEL: 018720 FRAME: 0433