

01/10/2011

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



103614988

To the Director of the U.S. Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)

James P. Andela

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 1, 2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Acquired Capital I, L.P.

Internal Address: Attn. Brad A. Hrebenar,

Authorized Signatory _____

Street Address 4100 Greenbriar, Suite 120

City Stafford,

State Texas

Country USA Zip 77477

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

4. Application or patent number(s):

A. Patent Application No (s)

☐ This document is being filed together with a new application
B. Patent No (s)

5,184,781

Additional numbers attached? ☐ Yes ☒ No

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

Name: Acquired Capital I, L.P.

Internal Address Attn. Brad A. Hrebenar,

Authorized Signatory _____

Street Address 4100 Greenbriar, Suite 120

City Stafford

State Texas Zip 77477

Phone Number 281-265-5328 ext 338 L.Herrada

Fax Number 281-494-6692

Email Address lucy@ncventures.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

01/05/2011

Date

Brad A. Hrebenar, Authorized Signatory

Name of Person Signing

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

132

PATENT SECURITY AGREEMENT

This Patent Security Agreement (the “**Security Agreement**”) entered into as of the 1st day of May, 2009, by and between **JAMES P. ANDELA**, an individual having an address of 493 State Route 28, Richfield Springs, New York 13439 (“**James Andela**” or the “**Grantor**”), and **KEYBANK NATIONAL ASSOCIATION**, a National Banking Association having an office for the transaction of business in New York at 66 South Pearl Street, Albany, New York 12207 (“**KeyBank**” or the “**Secured Party**”).

RECITALS

WHEREAS, the Grantor, Andela Tool & Machine, Inc., (“**Andela Tool**”), Andela Realty, LLC (“**Andela Realty**”) and Cynthia A. Andela (collectively, the “**Obligors**”) are obligated to the Secured Party pursuant to, among other documents:

(a) That certain Promissory Note dated September 15, 2006 in the original principal amount of \$330,000.00 executed and delivered by James Andela and Cynthia Andela to KeyBank, as modified by that certain Note Modification Agreement dated November 2, 2006 (as so amended, the “**\$330,000 Loan**” or the “**\$330,000 Note**”);

(b) That certain Mortgage dated September 15, 2006 in the original principal amount of \$330,000.00 executed and delivered by Andela Realty to KeyBank and recorded in the Herkimer County Clerk’s Office on September 15, 2006 in Book 1181 at Page 946 (the “**\$330,000 Mortgage**”);

(c) Those certain Commercial Guaranties each dated September 15, 2006 executed and delivered by Andela Tool and Andela Realty, respectively, to KeyBank (collectively, the “**\$330,000 Note Guaranties**”);

(d) That certain Assignment of Rents dated September 15, 2006 executed and delivered by Andela Realty to KeyBank and recorded in the Herkimer County Clerk’s Office on September 15, 2006 in Book 1181 at Page 966 (the “**\$330,000 Assignment of Rents**”);

(e) That certain Promissory Note dated May 16, 2007 in the original maximum principal amount of \$600,000.00 executed and delivered by Andela Tool to KeyBank, which amended and restated that certain Promissory Note dated August 8, 2006 in the original maximum principal sum of \$500,000 executed and delivered by Andela Tool to KeyBank (the “**\$600,000 Loan**” or the “**600,000 Note**”);

(f) Those certain Commercial Security Agreements dated August 8, 2006 and May 16, 2007, respectively, executed and delivered by Andela Tool to KeyBank (collectively, the “**\$600,000 Note Security Agreements**”);

(g) Those certain Commercial Guaranties dated May 16, 2007 executed and delivered by James Andela and Cynthia A. Andela, respectively, to KeyBank (collectively, the “**\$600,000**”

Note Guaranties”);

(h) That certain Promissory Note dated September 28, 2007 in the original principal amount of \$528,000.00 executed and delivered by Andela Tool to KeyBank (the “**\$528,000 Loan**” or the “**\$528,000 Note**”);

(i) That certain Mortgage dated September 28, 2007, which secured only the last \$300,000.00 outstanding under the \$528,000 Note, executed and delivered by Andela Realty to KeyBank and recorded in the Herkimer County Clerk’s Office on October 11, 2007 in Book 1244 at Page 801 (the “**\$528,000 Mortgage**”) (the \$528,000 Mortgage and the \$330,000 Mortgage being collectively referred to hereinafter as the “**Mortgages**”);

(j) That certain Commercial Security Agreement dated September 28, 2007 executed and delivered by Andela Tool to KeyBank (the “**\$528,000 Note Security Agreement**”);

(k) Those certain Commercial Guaranties dated September 28, 2007 executed and delivered by Andela Realty, James Andela and Cynthia Andela, respectively, to KeyBank (collectively, the “**\$528,000 Note Guaranties**”);

(l) That certain Assignment of Rents dated September 28, 2007 executed and delivered by Andela Realty to KeyBank and recorded in the Herkimer County Clerk’s Office on October 11, 2007 in Book 1241 at Page 820 (the “**\$528,000 Assignment of Rents**”); and

(m) Any and all other documents evidencing, securing or otherwise relating to the \$330,000 Loan, the \$600,000 Loan or the \$528,000 Loan (collectively, the “**Loans**”) (such documents, together with the documents referenced in (a) through (l) above being hereinafter collectively referred to as the “**Loan Documents**”); and

WHEREAS, KeyBank is the owner and holder of the \$330,000 Note, \$600,000 Note and \$528,000 Note (collectively, the “**Notes**”), the Mortgages and all the other Loan Documents; and

WHEREAS, as a condition of the Secured Party agreeing to modify the terms of the Loans by agreements dated as of even date herewith, the Secured Party has required that the Grantor grant a security interest to the Secured Party in certain intangible property of the Grantor to further secure the Loans; and

WHEREAS, the Grantor represents that he now possesses the sole and complete ownership rights to the intangible property to be secured by this Security Agreement; that the Collateral (as defined below) has not been judged invalid or unenforceable, in whole or in part; that no claim has been made that any part of the Collateral violates the rights of any third party; and that Grantor has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of his rights in said intangible property to any party other than the Secured Party.

NOW, THEREFORE, in consideration of the premises set forth in this Security Agreement and the aforementioned Loan Documents, as modified or otherwise amended as of even date herewith, and for other good and valuable consideration, receipt of which is hereby

acknowledged, the Secured Party and the Grantor hereby agree as follows:

Section 1.01. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present and future indebtedness, obligations and liabilities to the Secured Party, the Grantor hereby pledges, mortgages and grants to Secured Party a first-priority security interest in and to the following (all of which shall collectively be called the "**Collateral**"):

- (A) All patents, patent applications and patentable inventions of the Grantor, including but not limited to those set forth on **Exhibit 1** hereto, and (a) the inventions and improvements described and claimed thereunder; (b) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (c) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including, but not limited to, the right to sue for past, present or future infringement; and (d) any other rights and benefits relating to said patents, applications, or inventions.

Section 2.01. Authorization and Request. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Security Agreement.

Section 3.01. Power of Attorney. In order to effectuate the terms and provisions hereof, Grantor hereby designates and appoints the Secured Party and the Secured Party's designees, agents or assigns, as attorney-in-fact of Grantor, irrevocably and with power of substitution, with authority to endorse the name of Grantor on any instruments or any documents related to the Collateral; and to do all other acts and things necessary and advisable in the sole discretion of Secured Party to carry out and enforce this Security Agreement. All acts of said attorneys, agents, designees or assigns are hereby ratified and approved and said attorneys, agents, designees or assigns shall not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law. This power of attorney, being coupled with an interest, is irrevocable while any of the Loans shall remain unpaid.

In addition to the foregoing and not by way of limitation, the Grantor agrees that from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or intended by the Secured Party to be granted hereby, or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral and to execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Party may request, in order to perfect and preserve the pledge, assignment, and security interest granted or purported to be granted hereby.

The Grantor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral, without the signature of the Grantor where permitted by law. A photocopy or other reproduction of

this Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

The Grantor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

Section 4.01. No Liens, etc. The Grantor agrees that he will not, without the prior written consent of the Secured Party, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Secured Party in said Collateral, or take any other acts which are contrary to or inconsistent with the rights granted to the Secured Party in this Security Agreement, and will not cease the use of any Collateral or take any action or fail to take any action which will result in the cancellation or expiration of any of the Collateral covered by this Security Agreement without the prior written agreement of the Secured Party.

Section 5.01. Grantor's Obligations to Maintain and Enforce Rights. The Grantor further agrees that he has the obligation, at his own cost, unless otherwise consented to in writing by the Secured Party:

(1) To take all actions necessary to properly maintain and renew all Collateral which is or may become subject to the Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Collateral which may be necessary or appropriate under applicable law.

(2) To file new applications to register and protect under applicable law all patentable inventions acquired by the Grantor for which applications have not previously been filed or to take all other actions necessary to cause patents to be issued as a result of said applications.

(3) To protect such Collateral from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Collateral from claims of infringement, unfair competition or damage including the defense of any legal actions making such claims.

Section 6.01. Reporting Requirements. The Grantor agrees to provide written annual reports to the Secured Party informing it of: (a) the status of all Collateral subject to this Security Agreement including, but not limited to, any new patents, patent applications, trademark registrations, trademark applications or related licenses; and (b) any actions taken by the Grantor pursuant to Section 5.01 of this Security Agreement.

Section 7.01. After-Acquired Property. If the Grantor shall obtain rights to, or become entitled to the benefit of, any new patents, patent applications or patentable inventions before his obligations to the Secured Party as set forth in this Security Agreement and in the Loan Documents have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Grantor hereby authorizes the Secured Party to modify or update this Security Agreement accordingly.

Section 8.01. Events of Default. The occurrence of any one or more of the following shall constitute an Event of Default under this Security Agreement:

- (A) A default or Event of Default under any of the Loan Documents; or
- (B) Grantor breaches any warranty or agreement made by the Grantor in this Security Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days of the occurrence of such breach.

Section 9.01. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the right to exercise all remedies of a secured party under the New York Uniform Commercial Code and the applicable laws, rules and regulations of the United States of America, including without limitation, the right to require Grantor to assemble the Collateral and any tangible property in which the Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have nonexclusive, royalty-free license to use the Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including, without limitation, reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights and remedies hereunder, including, without limitation, any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative and may be exercised in addition to any other rights and remedies which may be available to Secured Party under applicable law.

Section 10.01. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, directors, employees and agents from and against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Security Agreement or otherwise (including, without limitation, reasonable attorney's fees and expenses), except for losses arising out of Secured Party's own gross negligence or willful misconduct.

Section 11.01. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof. The failure by the Secured Party to exercise any right or remedy under this Security Agreement shall not operate as a waiver thereof and shall not bar the Secured Party from continuing to exercise said rights or remedies in the future.

Section 12.01. Authority. The execution, delivery and performance of this Security Agreement by the Grantor does not and will not (i) violate any law, rule, regulation or court order to which the Grantor is subject, or (ii) conflict with or result in a breach of any agreement or instrument to which the Grantor is a party or by which its, his or her properties are bound.

Section 13.01. Interpretation. This Security Agreement is subject to the terms and conditions of the Loan Documents. Where any term in this Security Agreement may be

inconsistent with any term in any of the Loan Documents, the terms of this Security Agreement shall control.

Section 14.01. Entire Agreement/Amendment. This Security Agreement constitutes the entire agreement by and between the Grantor and KeyBank with respect to the subject matter of this Security Agreement. Any prior oral agreements, promises, statements or undertakings relating to the subject matter of this Security Agreement are superseded by the terms hereof. This Security Agreement may not be amended except pursuant to a written instrument signed by KeyBank and the Grantor.

Section 15.01. Governing Law. The Security Agreement is to be governed by the law of the State of New York and, where applicable, the laws, rules and regulations of the United States of America, and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Secured Party.

Section 16.01. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or electronic transmission of a duly executed counterpart of this Security Agreement shall be as valid, in all respects, as an original.

Section 17.01. Severability. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

Section 18.01. Further Actions. The Grantor agrees to execute any other documents and take any further action upon the request of the Secured Party as may be deemed necessary to effectuate the terms of this Security Agreement.

[Remainder of Page Intentionally Left Blank]

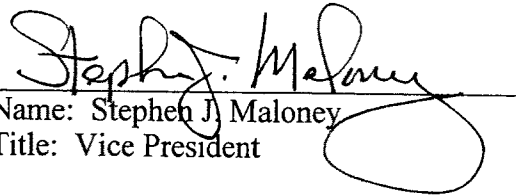
IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

GRANTOR:


JAMES P. ANDELA

SECURED PARTY:

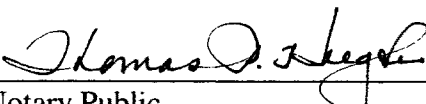
KEYBANK NATIONAL ASSOCIATION

By: 
Name: Stephen J. Maloney
Title: Vice President

Acknowledgments

STATE OF NEW YORK)
) ss.:
COUNTY OF HERKIMER)

On the 12th day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **James P. Andela**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals or the persons upon behalf of which the individual acted, executed the instrument.

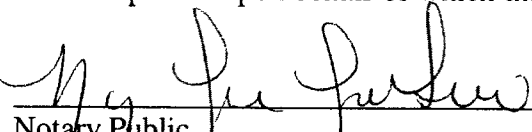


Notary Public

STATE OF MAINE)
) ss.:
COUNTY OF CUMBERLAND)

8-31-10

On the 23rd day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Stephen J. Maloney**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his said capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

NANCY LEE LEGROW
Notary Public, Maine
My Commission Expires
November 18, 2012

Exhibit 1

**PATENTS, PATENT APPLICATIONS
AND PATENTABLE INVENTIONS
OF JAMES P. ANDELA**

Description:	Application Number:	Patent Number:	Date of Patent:
Glass Pulverizer	766,832	5,184,781	2/3/1993

PARCEL I

All that certain plot, piece or parcel of land situate, lying and being in the Town of Columbia, County of Herkimer, State of New York, bounded and described as follows:

Commencing at an iron pipe in the ground at the westerly side of the State Highway Route #28, leading from Mohawk to Cherry Valley Turnpike, said point being 250 feet northerly of the intersection with a town highway, and at the northeast corner of the premises now leased or formerly leased to Anthony Lombardo, and continuing thence in a generally westerly direction along the northerly side of said leased premises to the lands of the Delaware-Lackawanna Railroad Corporation and being a distance of approximately 320 feet, more or less; thence in a generally northerly direction along the easterly side of the lands of the Delaware-Lackawanna Railroad Corporation a distance of 300 feet; thence in a generally easterly direction a distance of approximately 320 feet, more or less to the westerly edge of the State Highway, Route #28, leading from Mohawk to the Cherry Valley Turnpike, thence in a generally southerly direction along the westerly side of the State Highway Route #28, leading from Mohawk to the Cherry Valley Turnpike a distance of 300 feet to the place of beginning and containing approximately 2 1/4 acres of land be the same more or less.

Excepting and reserving therefrom all that tract or parcel of land described in a Notice of Appropriation from The People of the State of New York to Julia A. Czarnecki and Rose Sywets.

Said premises are also described as follows:

All that parcel of land situate on the Mohawk-Richfield Springs Highway, Route #28, in the Town of Columbia, County of Herkimer, and State of New York bounded as follows:

Beginning at an iron bolt on the west taking line of Route #28 250.0 feet northerly of the centerline of Dugan Road and running N 84° 33' W along the north line of the land owned by Frank and Rose Sywets and formerly leased to Paul Ingro and Anthony Lombardo and continuing along the north line of Sywets 305.0 feet to an iron reinforcing rod set on the east right of way line of the N.Y.C.L. & W. Railroad, thence N 9° 26' E along the east line of the Railroad right of way (marked by a fence) 300.00 feet to an iron reinforcing rod; thence S 84° 40' 29" E along the property line between lands of Franklin and Irene Curcio on the south and Frank and Rose Sywets on the north 291.1 feet to an iron rod on the west taking line of the road; thence S 6° 48' W along the west taking line of Route #28 300.00 feet to the point of beginning, containing 2.07 acres more or less and as surveyed and shown on "A Survey Map of lands to be conveyed by

CA

Franklin and Irene Curcio to H. Joery Meili and Lester McCarthy dated 19 September 1975" made by Walt Cookenham, Jr., L.S.

PARCEL II

Also all that tract or parcel of land situate in the Town of Columbia, County of Herkimer and State of New York, bounded and described as follows:

Beginning on the east by the westerly side of State Highway Route 28 leading from Mohawk to the Cherry Valley Turnpike; on the south by Dugan Road, on the west by the Railroad (formerly designated as the Delaware Lackawanna Railroad Corp. (in 1983 designated as Central New York Railroad Corp., a subsidiary of Delaware-Otsego), and bounded on the north by premises Excepted and Reserved in a deed, Herkimer County Clerk's Office in Liber 630 of Deeds at Page 702, conveyed by Franklin L. Curcio and Irene Curcio, now occupied by the Empire Harvestore Company.

Said premises designated herein as PARCEL II are also described as follows:

All that tract or parcel of land situate within the Town of Columbia, County of Herkimer, and State of New York, designated as Parcel No. II as shown on the map entitled "Property Map showing lands to be conveyed to James P. Andela and Cynthia A. Andela" dated December 23, 2001; prepared by Dennis L. Mowers PLS No. 49369; said parcel more particularly described as follows:

Beginning at a point located at the intersection of the westerly highway boundary of N.Y.S. Route 28 with the existing centerline of Dugan Road (Town Road).

Thence North 85° 00' West, along said existing centerline of Dugan Road, a distance of 318.11 feet to a point; said point located on the easterly boundary of the former Erie Lackawanna Railroad;

Thence North 09° 26' 00" East, along said easterly railroad boundary, a distance of 250.00 feet to an iron pin; said pin located at the intersection of said former easterly railroad boundary with the division line between the herein described property on the south and the property designated as Parcel I, on the north;

Thence South 84° 33' 00" East, along the last mentioned division line, a distance of 305.00 feet to an iron bolt located on the aforementioned westerly highway boundary of N.Y.S. Route 28 and being at the northeasterly corner of the herein described parcel;

Thence South 06° 48' 00" West, along said westerly highway boundary, a distance of 4.44 feet to a concrete monument;

Thence South 06° 26' 00" West, continuing along said westerly highway boundary of N.Y.S. Route 28, a distance of 242.43 feet to the point of beginning, containing 77,283 ± sq. ft. or 1.774 acres, more or less.

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate within the Town of Columbia, County of Herkimer and State of New York, as shown on the map entitled "Property Map showing lands to be conveyed to James P. Andela and Cynthia A. Andela" dated June 29, 2004 and prepared by D. L. Mowers Land Surveyor & Associates, said parcel more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the westerly highway boundary of NYS Route 28 with the division line between the herein described property on the north and the property of James P. Andela and Cynthia A. Andela (reputed owners) on the south; and Peter Woytowich and Patricia A. Woytowich (reputed owners) on the north;

Thence North 84° 40' 35" West, along said division line, a distance of 291.23 feet to an iron pin; said pin located at the intersection of the last mentioned division line with the division line between the herein described property on the east and the property now or formerly of the Erie Lackawanna Railroad on the west;

Thence North 09° 26' 00" East, along the last mentioned division line, a distance 300.00 feet to an iron pin;

Thence South 81° 00' 15" East, through the property of Peter Woytowich and Patricia A. Woytowich (reputed owners) a distance of 313.85 feet to an iron pin; said pin located at the intersection of the last mentioned course with the aforesaid westerly highway boundary of NYS Route 28;

Thence South 17° 27' 30" West, along said westerly highway boundary of NYS Route 28, a distance of 6.50 feet to a concrete monument not found;

Thence South 14° 06' 00" West, along said highway boundary, a distance of 276.00 feet to the point of beginning, containing 87,669± square feet or 2.013 acres, more or less.

All of the above described parcels are more modernly described as:

~~ALL THAT TRACT, PIECE OR PARCEL OF LAND situate within the Town of Columbia, County of Herkimer and State of New York, as shown on the maps entitled "Property Map showing lands to be conveyed to James P. Andela and Cynthia A. Andela" dated June 29, 2004, and also the map entitled "Property Map showing lands to be conveyed to James P. Andela and Cynthia A. Andela" dated December 23, 2001 prepared by D. L. Mowers Land Surveyor & Associates, said parcel more particularly described as follows:~~

26

045074

2001 SEP 25 AM 9:00

BEGINNING at a point located at the intersection of the westerly highway boundary of N.Y.S. Route 28 with the existing centerline of Dugan Road (Town Road).

Thence North 85° 00' 40" West, along said existing centerline of Dugan Road, a distance of 318.11 feet to a point; said point located on the easterly boundary of the former Erie Lackawanna Railroad;

Thence North 09° 26' 00" East, along said easterly railroad boundary a distance of 850.00 feet to an iron pin; said pin located at the intersection of said railroad boundary with the division line between the herein described property on the south and the property of Peter Woytowich and Patricia A. Woytowich (reputed owners), on the north;

Thence South 81° 00' 15" East, along the last mentioned division line, a distance of 313.85 feet to an iron pin; said pin located at the intersection of the last division line with the aforesaid westerly highway boundary of NYS Route 28;

Thence South 17° 27' 50" West, along said westerly highway boundary of N.Y.S. Route 28, a distance of 6.50 feet to a concrete monument not found;

Thence South 14° 06' 00" West, continuing along said highway boundary, a distance of 276.00 feet an iron pin;

Thence South 06° 48' 00" West, continuing along said westerly highway boundary, a distance of 304.44 feet to a concrete monument found;

Thence South 06° 26' 00" West, continuing along said highway boundary of N.Y.S. Route 28, a distance of 242.43 feet to the point of beginning, containing 254,261± square feet or 5.837 acres, more or less.

The policy to be issued under this report will insure title to such buildings and improvements erected on the premises which by law constitute real property.

FOR
CONVEYANCE
ONLY

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of adjoining said premises.

021851

2009 JUN 29 AM 9:00

Ca

PATENT

REEL: 025691 FRAME: 0978

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Ann Good 281-265-5328

B. SEND ACKNOWLEDGMENT TO (Name and Address)

Acquired Capital I, L.P.
4100 Greenbriar Drive, Suite 120
Stafford, TX 77477

04 0692

2010 DEC 14 AM 9:00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE #

200906290375980

Filed 06-29-2009

DOS - NY

1b This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS ☒

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ☒ ASSIGNMENT (full or partial) Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

☐ CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party

☐ DELETE name. Give record name to be deleted in item 6a or 6b.

☐ ADD name. Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION

6a ORGANIZATION'S NAME

OR 6b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a ORGANIZATION'S NAME

OR Acquired Capital I, L.P.

7b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c MAILING ADDRESS

4100 Greenbriar Drive, Suite 120

CITY

Stafford

STATE

TX

POSTAL CODE

77477

COUNTRY

USA

7d SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e TYPE OF ORGANIZATION

7f JURISDICTION OF ORGANIZATION

7g ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE). check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a ORGANIZATION'S NAME

OR KeyBank National Association

9b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Debtor: James P. Andela and Cynthia A. Andela

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

FILING NUMBER: 201012140675020

PATENT

REEL: 025691 FRAME: 0979

021850✓

2009 JUN 29 AM 9:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Marco B. Koshykar, Esq. (518) 449-3300	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Nolan & Heller, LLP 39 North Pearl Street, 3rd Floor Albany, New York 12207 Attn: Marco B. Koshykar, Esq.	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME							
OR		1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
		Andela		James	P.		
1c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
776 County Highway 24				Richfield Springs	NY	13439	USA
1d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME							
OR		2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
		Andela		Cynthia	A.		
2c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
776 County Highway 24				Richfield Springs	NY	13439	USA
2d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME							
KeyBank National Association							
OR		3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
66 South Pearl Street				Albany	NY	12207	USA

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers the following types or items of property:

All machinery, apparatus, equipment, fittings, fixtures, chattels and articles of personal property now or hereafter attached to the real property described in the Addendum and Attachment hereto, together with any and all replacements thereof and additions thereto.

This Financing Statement covers fixtures and constitutes a fixture filing. The filing hereof does not imply that any goods are or are to become fixtures. The filing hereof is intended merely to protect the parties hereto from unwarranted assertions by third parties to any fixtures. This Financing Statement is to be recorded in the Otsego County Real Estate Records.

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]			All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>		
8. OPTIONAL FILER REFERENCE DATA N&H File No. 14.564 OtsegoCounty Fixture Filing)						

Doc 66499

021850

2009 JUN 29 AM 9:00

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a ORGANIZATION'S NAME

OR

9b INDIVIDUAL'S LAST NAME

Andela

FIRST NAME

James

MIDDLE NAME, SUFFIX

P.

10 MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a ORGANIZATION'S NAME

OR

11b INDIVIDUAL'S LAST NAME

Andela

FIRST NAME

Cynthia

MIDDLE NAME

A.

SUFFIX

11c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e TYPE OF ORGANIZATION

11f JURISDICTION OF ORGANIZATION

12. ADDITIONAL SECURED PARTY'S ☐ or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a ORGANIZATION'S NAME

OR

12b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13 This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14 Description of real estate

16 Additional collateral description:

See Schedule "A" attached hereto.

Property located at:

T/O Richfield
Otsego County, New York
Section , Block , Lot

15 Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest)17 Check only if applicable and check only one boxDebtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18 Check only if applicable and check only one box.☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Schedule "A"

all ALL THAT PIECE OR PARCEL OF REAL PROPERTY lying and being part of Great Lot 31 of Schuyler's Patent, Town of Richfield, County of Otsego and State of New York and bounded and described as follows:

BEGINNING at an iron pipe set on the northerly bounds of the Filburn Road at it's intersection with the division line between the lands of Martin Branigan on the northwest and the lands of A. Robert and Patricia Gilman on the southeast; thence along said division line, a fence line, N 33° 00' 24" E, 190.54 feet to an iron pipe set on the division line between the lands of Martin Branigan on the southwest and the lands of A. Robert and Patricia Gilman on the northeast; thence along said division line, a fence line, N 53° 21' 33" W, 97.36 feet to an iron pipe set on the division line between the lands of Martin Branigan on the west and the lands of A. Robert and Patricia Gilman on the east; thence along said division line, a fence line, N 11° 57' 44" E, 741.14 feet to a point; thence continuing along said division line and following a fence line the following three (3) courses and distances: N 39° 47' 03" E, 281.05 feet; N 73° 52' 48" E, 276.89 feet to an iron pipe set; N 76° 26' 33" E, 198.70 feet to an iron pipe set on the division line between the lands of Peter J. and Jean Andela on the northwest and the lands of A. Robert and Patricia Gilman on the southeast; thence along said division line, a fence line, N 50° 45' 07" E, 1023.74 feet to an iron pipe set on the division line between the lands of Jac P. and Barbara E. Gnirrep on the northeast and the lands of A. Robert and Patricia Gilman on the southwest; thence along said division line, a fence line, S 40° 11' 25" E, 262.97 feet to a corner tree found on the division line between the lands of Jac P. and Barbara E. Gnirrep on the northwest and the lands of A. Robert and Patricia Gilman on the southeast; thence along

said division line, a fence line, N 50° 32' 15" E, 738.20 feet to an iron pipe set; thence S 38° 24' 47" E, 1037.39 feet to an iron pipe set; thence S 77° 24' 10" W, 269.52 feet to an iron pipe set; thence S 50° 36' 57" W, 142.15 feet to an iron pipe set; thence S 65° 40' 38" W, 219.93 feet to an iron pipe set; thence S 52° 50' 51" W, 183.73 feet to an iron pipe set; thence S 31° 07' 35" E, 24.97 feet to an iron pipe set; thence S 46° 36' 45" W, 211.03 feet to an iron pipe set; thence S 58° 36' 11" W, 126.43 feet to an iron pipe set; thence S 74° 27' 41" W, 208.44 feet to an iron pipe set; thence S 88° 25' 56" W, 244.92 feet to an iron pipe set; thence N 79° 58' 49" W, 308.77 feet to an iron pipe set; thence S 80° 58' 45" W, 456.51 feet to an iron pipe set; thence S 06° 38' 44" W, 163.60 feet to an iron pipe set; thence S 58° 25' 12" E, 188.67 feet to an iron pipe set; thence S 58° 11' 11" E, 248.78 feet to an iron pipe set; thence S 05° 15' 27", 398.49 feet to an iron pipe set on the aforementioned northerly bounds of the Filburn Road; thence along said road bounds the following three (3) courses and distances: N 70° 24' 18" W, 87.35 feet; N 70° 12' 28" W, 211.72 feet; N 71° 34' 22" W, 138.92 feet to an iron pipe set; thence N 02° 03' 03" E, 302.63 feet to an iron pipe set; thence N 30° 12' 30" W, 299.77 feet to an iron pipe set; thence N 70° 45' 36" W, 167.69 feet to an iron pipe set; thence S 36° 48' 04" W, 475.47 feet to an iron pipe set; thence S 03° 39' 59" W, 266.36 feet to an iron pipe set on the aforementioned northerly bounds of Filburn Road; thence along said road bounds the following four (4) courses and distances: S 61° 37' 07" W, 79.73 feet; S 74° 32' 46" W, 63.43 feet; N 87° 16' 36" W, 53.09 feet; N 77° 44' 56" W, 18.94 feet to the point of beginning, containing 57.126 acres of land.

EXCEPTING AND RESERVING from the above described premises a right-of-way easement for an overhead electric transmission line.

BEING a part of those premises conveyed by A. Robert Gilman and Patricia Gilman to Cynthia A. Andela and Grace P. Talma, d/b/a Taland Co. by deed dated February 21, 1992 and recorded in the Otsego County Clerk's Office February 28, 1992 in Liber 758 of Deeds at page 627.

021850

2009 JUN 29 AM 9:00