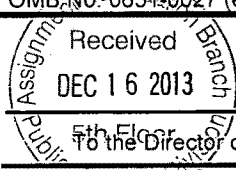


12/16/2013



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IEET



PATENTS ONLY

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)

World Bottling Cap, LLC

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

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

Execution Date(s) May 16, 2013

- ☐ 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: Terry Liberman

Internal Address: _____

Street Address: 1055 Bristol Manor Drive

City: Ballwin

State: Missouri

Country: United States Zip: 63011

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

13/267,264; PCT/US11/67134; CN2012204617064;
PCT/US12/47949; PCT/US12/53131; 13/758,623; CN2013;
61/791,698

B. Patent No.(s)

8,061,544; 8,365,940; 8,276,733

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jenkins & Kling, P.C., Attn: Jennifer Beasley

Internal Address: _____

Street Address: 150 North Meramec Avenue, Suite 400

City: St. Louis

State: Missouri Zip: 63105

Phone Number: 314-721-2525

Docket Number: _____

Email Address: jbeasley@jenkinskling.com

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$440.00

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

8. Payment Information

Deposit Account Number 00000069 13267264

Authorized User Name _____ 440.00 OP

9. Signature:

Signature

Jennifer E. Beasley, Jenkins & Kling, P.C.

Name of Person Signing

11-13-2013
Date

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

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450PATENT
REEL: 032065 FRAME: 0453

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of the 16th day of May, 2013, by and between World Bottling Cap, LLC, a Nevada limited liability company, having its principal place of business at 3044 Old Denton Road, #111-225, Carrollton, Texas 75007 ("**Debtor**"), and Terry Liberman, a resident of the State of Missouri, having an address at 1055 Bristol Manor Drive, Ballwin, MO 63011 ("**Secured Party**").

WITNESSETH:

WHEREAS, Secured Party has previously extended loans to Debtor as evidenced by: (i) that certain promissory note dated October 11, 2011, in the original principal amount of \$50,000.00, (ii) that certain promissory note dated February 2, 2012, in the original principal amount of \$25,000.00, (iii) that certain promissory note dated March 9, 2012, in the original principal amount of \$42,500.00, and (iv) that certain promissory note dated July 16, 2012, in the original principal amount of \$42,500.00 (collectively, the "**Original Notes**"); and

WHEREAS, Debtor has requested that Secured Party make an additional loan to Debtor in the original principal amount of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) (the "**Additional Loan**"), and in connection therewith and as a condition thereto: (i) Debtor and Secured Party have agreed to replace and substitute the Original Notes with a replacement promissory note which consolidates the amounts due under all of the Original Notes and includes the amount of the Additional Loan (the "**Replacement Note**"); and (ii) Debtor has agreed to the execution and delivery of this Agreement to Secured Party; and

WHEREAS, Debtor wishes to grant a security interest in favor of Secured Party as herein provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties acknowledge and agree the foregoing recitals are true and correct.

2. **Definitions.** The term "**State**," as used herein, shall mean the State of Missouri. Capitalized terms not defined herein shall have the meaning assigned to them under Article 9 of the Uniform Commercial Code governing secured transactions, as adopted by Sections 400.9-101 through 400.9-710 of the Revised Statutes of Missouri. The term "**Obligations**," as used herein, means all of the indebtedness, obligations, and liabilities of Debtor to Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan, the Replacement Note executed concurrently herewith by Debtor in favor of Secured Party, and any other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement. The term "**Event of Default**," as used herein, shall mean any default under this Agreement or the Replacement Note.

3. **Grant of Security Interest.**

(a) As security for the payment and performance of the Obligations, Debtor does hereby pledge, assign, transfer, deliver, and grant to Secured Party a continuing and unconditional security interest in and to any and all property of Debtor, of any kind or description, tangible or intangible, wheresoever located and whether now existing or hereafter arising or acquired, together with all additions and accessions thereto, substitutions, betterments, and replacements therefor, products and Proceeds therefrom, all tools, parts, and supplies related to any of the collateral described herein, and all of Debtor's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media,

Including, without limitation, the following (all of which property, along with the products and proceeds therefrom, are individually and collectively referred to as the "**Collateral**"):

All Accounts and all goods whose sale, lease, or other disposition by Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, Debtor, or rejected or refused by an Account debtor; and

All Inventory, including goods, merchandise or other personal property, raw materials, parts, supplies, work-in-process, and finished goods intended for sale, of every kind and description, in the custody or possession, actual or constructive, of Debtor, including any of the foregoing as is temporarily out of the custody or possession, actual or constructive, of Debtor, and including any returns upon any Accounts; and

All Goods (other than Inventory), including embedded software, Equipment, Farm Products, vehicles, furniture, Fixtures, machinery, and furnishings of Debtor of every sort wherever located, including without limitation, all right, title, and interest of Debtor in and to all spare parts and parts being used, fittings, accessories, accessions, substitutions, replacements, and tools for such embedded software, Equipment, Farm Products, vehicles, furniture, Fixtures, machinery, and furnishings; and

All Software and computer programs; and

All Securities, Securities Accounts, Investment Property, Financial Assets, money and Deposit Accounts; and

All Chattel Paper, Electronic Chattel Paper, Instruments (including, but not limited to Promissory Notes), Documents, Letter of Credit Rights, Letters of Credit, all proceeds of Letters of Credit, Health-Care-Insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims, and other rights to payment and performance; and

All General Intangibles of Debtor of every kind and nature, including, but not limited to, Payment Intangibles, Intellectual property rights, patents, trademarks, service marks, copyrights, franchises, licenses, tax refunds, rents, the "good will" of Debtor, and any and all rights and interests of Debtor under any and all distribution agreements, including, without limitation, those certain patents and/or patent applications set forth on Exhibit "1" attached hereto and incorporated by reference as if more fully set forth herein; and

All Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including all insurance policies and proceeds of insurance payable by reason of loss or damage to the foregoing property or on the lives of key employees of which Debtor is the beneficiary, including unearned premiums, and of eminent domain or condemnation awards; and all additional property of, or for the account of, Debtor now or hereafter coming into the possession, control or custody of, or in transit to, Secured Party or any agent or bailee for Secured Party or any parent, affiliate, or subsidiary of Secured Party or any participant with Secured Party in the Obligations (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon.

(i) Secured Party acknowledges that the attachment of its security interest in any additional commercial tort claim as original collateral is subject to Debtor's compliance with Section 5(e) hereof.

4. Authorization to File Financing Statements and Assignments. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset included in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization, and any organizational identification number issued to Debtor. Debtor agrees to furnish any such information to Secured Party promptly upon Secured Party's request. Debtor further authorizes Secured Party at any time and from time to time to file this Agreement, any assignments evidencing this Agreement, or any other document evidencing Secured Party's interest in any and all of Debtor's intellectual property rights, including, without limitation, copyrights, trademarks, and patents, with the United States Copyright Office and the United States Patent and Trademark Office. Debtor agrees to provide friendly assistance to Secured Party in connection with any such filings, including, without limitation, providing any information reasonably requested by Secured Party and executing and filing any documents reasonably requested by Secured Party.

5. Other Actions. To further the attachment, perfection, and priority of, and the ability of Secured Party to enforce, Secured Party's security interest in the Collateral, and without limitation on Debtor's other obligations in this Agreement, Debtor agrees, in each case at Debtor's expense, to take the following actions with respect to the following Collateral:

(a) Collateral in the Possession of a Bailee. If any Collateral is at any time in the possession of a bailee, Debtor shall promptly notify Secured Party thereof and, at Secured Party's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to Secured Party, that the bailee holds such Collateral for the benefit of Secured Party, and that such bailee agrees to comply, without further consent of Debtor, with instructions from Secured Party as to such Collateral. Secured Party agrees with Debtor that Secured Party shall not give any such instructions to such bailee unless an Event of Default has occurred and is continuing or would occur after taking into account any action by Debtor with respect to the bailee.

(b) Electronic Chattel Paper and Transferable Records. If Debtor at any time holds or acquires an interest in any electronic Chattel Paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, Debtor shall promptly notify Secured Party thereof and, at the request and option of Secured Party, shall take such action as Secured Party may reasonably request to vest in Secured Party control, under Section 9-105 of the Uniform Commercial Code, of such electronic Chattel Paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. Secured Party agrees with Debtor that Secured Party will arrange, pursuant to procedures satisfactory to Secured Party and so long as such procedures will not result in Secured Party's loss of control, for Debtor to make alterations to the electronic Chattel Paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act, for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by Debtor with respect to such electronic Chattel Paper or transferable record.

(c) Letter-of-Credit Rights. If Debtor is at any time a beneficiary under a letter of credit, Debtor shall promptly notify Secured Party thereof and, at the request and option of Secured Party, Debtor shall, pursuant to an agreement in form and substance satisfactory to Secured Party, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to Secured Party of the proceeds of the

letter of credit, or (ii) arrange for Secured Party to become the transferee beneficiary of the letter of credit, with Secured Party agreeing, in each case, that the proceeds of the letter of credit shall be disbursed to Debtor unless an Event of Default has occurred and is continuing in which event such proceeds shall be applied to the Obligations in such order and manner as Secured Party shall determine in its sole and absolute discretion.

(d) Commercial Tort Claims. If Debtor shall at any time hold or acquire a commercial tort claim, Debtor shall immediately notify Secured Party in a writing signed by Debtor of the particulars thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

(e) Other Actions as to Any and All Collateral. Debtor further agrees, at the request and option of Secured Party, to take any and all other actions Secured Party may reasonably determine to be necessary or useful for the attachment, perfection, and priority of, and the ability of Secured Party to enforce, Secured Party's security interest in any and all of the Collateral, provided that the Company will be compensated for any reasonable out of pocket expenses incurred in so doing, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that Debtor's signature thereon is required therefor, (b) causing Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of Secured Party to enforce, Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation, or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection, or priority of, or ability of Secured Party to enforce, Secured Party's security interest in such Collateral, and (d) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by Secured Party to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

6. Relation to Other Security Documents. The provisions of this Agreement supplement the provisions of any other collateral documents that secure the payment or performance of any of the Obligations. Nothing contained in any such collateral documents shall derogate from any of the rights or remedies of Secured Party hereunder.

7. Representations and Warranties Concerning Debtor's Legal Status. Debtor represents and warrants to Secured Party as follows: (a) Debtor's exact legal name is that indicated herein, (b) Debtor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nevada, (c) the execution, delivery, and performance by Debtor of this Agreement are within Debtor's power and authority and do not contravene any law or any contractual restriction binding on or affecting Debtor, (d) Debtor's charter number from the Nevada Secretary of State's office is NV20051565767, (e) Debtor's place of business or, if more than one, its chief executive office, as well as mailing address, if different, are accurately set forth herein, and (f) all other information set forth herein pertaining to Debtor is accurate and complete.

8. Covenants Concerning Debtor's Legal Status. Debtor covenants with Secured Party as follows: (a) without providing at least thirty (30) days' prior written notice to Secured Party, Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify Secured Party of such organizational identification number, and (c) Debtor will not change its type of organization, jurisdiction of organization, or other legal structure.

9. Representations and Warranties Concerning Collateral. Debtor further represents and warrants to Secured Party as follows: (a) Debtor is the owner of the Collateral, free from any right or claim of any person or any adverse lien, security interest, or other encumbrance, except for the security interest created by this Agreement and Permitted Liens, as hereinafter defined, (b) none of

the Collateral currently in existence constitutes, or is the proceeds of, "Farm Products" as defined in Section 9-102(a)(34) of the Uniform Commercial Code of the State, (c) except as disclosed to Secured Party, none of the Account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like federal, state, or local statute or rule in respect of such Collateral, (d) Debtor holds no commercial tort claim, (e) Debtor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and (f) all other information set forth herein pertaining to the Collateral is accurate and complete.

10. Covenants Concerning Collateral. Debtor further covenants with Secured Party as follows: (a) Debtor will comply with any and all requirements to keep all patents and trademarks constituting the Collateral in full force and effect and take any and all actions required as an "owner" of such patents and trademarks (regardless of whether recording Secured Party's interest causes the Secured Party to be listed as "owner" or "co-owner"), including, without limitation, making timely payment of any and all maintenance fees, actively monitoring and policing the quality of all goods sold under any such trademarks, and paying any and all filing fees; (b) the Collateral, to the extent not delivered to Secured Party pursuant to Section 5 of this Agreement, is located at 3044 Old Denton Road # 111-225, Carrollton, TX 75007, U.S.A., and Debtor will not remove the Collateral from such location, without providing at least ten (10) days' prior written notice to Secured Party; (c) except for the security interest herein granted, Debtor shall be the owner of the Collateral free from any right or claim of any other person, lien, security interest, or other encumbrance, other than Permitted Liens, and Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to Secured Party; (d) Debtor shall not pledge, mortgage, create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien, or encumbrance in the Collateral in favor of any person other than Permitted Liens; (e) Debtor will keep the Collateral in good order and repair, except for Collateral which is not used or useful in the business of the Company, which it may sell or retire, and will not use the same in violation of law or any policy of insurance thereon; (f) Debtor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, unless it is contesting the same in good faith; and (g) Debtor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended; and (h) without the written consent of Secured Party, Debtor will not sell or otherwise dispose of, or offer to sell or otherwise dispose of, the Collateral or any interest therein except for: (1) licenses and royalty agreements relating to the Company's patents and other intellectual property (for which no such consent shall be required), (2) sales of inventory in the ordinary course of business, and (3) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of Equipment consistent with prudent business practice. As used herein, "Permitted Liens" means (i) liens for taxes which are not delinquent, (ii) liens upon or in any equipment acquired or held by Debtor to secure the purchase of such equipment or other assets (iii) liens of Bart Sweeney in the Collateral arising pursuant to that separate Promissory Note and Security Agreement dated of even date herewith securing the "Obligations" as defined therein, and (iv) liens of Bart Sweeney and Kathleen Sweeney, a married couple, in the Collateral arising pursuant to that separate Promissory Note and Security Agreement dated of even date herewith securing the "Obligations" as defined therein.

11. Access to Records. Secured Party or its nominee shall have the privilege at any time, upon request, of inspecting during reasonable business hours any of the books and records of Debtor relating to the Collateral, the processing or collecting thereof, and Debtor's financial condition. Upon written request by Secured Party for copies of Debtor's financial statements for any time period, Debtor shall produce same to Secured Party via regular mail or facsimile, within ten (10) business days of the receipt of such request.

12. Insurance.

(a) Maintenance of Insurance. Debtor shall at all times bear all risk of loss, damage, destruction, or confiscation of or to the Collateral. Debtor will maintain with financially sound and reputable insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of

businesses engaged in similar activities in similar geographic areas, including, without limitation, insurance against all damage or destruction by fire, theft, vandalism, and all other causes. Such insurance shall be in such minimum amounts that Debtor will not be deemed a co-insurer under applicable insurance laws, regulations, and policies and otherwise shall be in such amounts, contain such terms, be in such forms, and be for such periods as may be reasonably satisfactory to Secured Party. In addition, all such insurance shall be payable to Secured Party as loss payee under a "standard" or "New York" loss payee clause. Without limiting the foregoing, Debtor will (i) keep all of its physical property (if any) insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (ii) maintain all such workers' compensation or similar insurance as may be required by law, and (iii) maintain, in amounts equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death, or property damage occurring on, in, or about the properties of Debtor; business interruption insurance; and product liability insurance. All insurance policies insuring physical property (if any) shall waive any right of setoff against Debtor or Secured Party, shall waive any right of subrogation against Secured Party. All insurance policies shall be primary and not subject to any offset by any other insurance carried by Debtor or Secured Party. Debtor shall pay any deductible portion of such insurance and any expense incurred in collecting insurance proceeds. Debtor shall furnish to Secured Party copies of all insurance policies required by this paragraph. Notwithstanding the foregoing, the parties understand that Debtor does not currently have substantial physical assets, and no property insurance shall be required unless the Company subsequently obtains physical assets which have a replacement value which exceeds \$50,000.00, individually or in the aggregate.

(b) Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (i) so long as no default or Event of Default has occurred and is continuing, be disbursed to Debtor for direct application by Debtor solely to the repair or replacement of Debtor's property so damaged or destroyed, and (ii) in all other circumstances, be held by Secured Party as cash collateral for the Obligations. So long as an Event of Default has occurred and is continuing, Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as Secured Party may reasonably prescribe, for direct application by Debtor solely to the repair or replacement of Debtor's property so damaged or destroyed, or Secured Party may apply all or any part of such proceeds to the Obligations in such order and manner as Secured Party may determine in its sole and absolute discretion.

(c) Continuation of Insurance. All policies of insurance shall provide for at least thirty (30) days' prior written cancellation notice to Secured Party. In the event of failure by Debtor to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and charge the amount thereof to Debtor. Debtor shall furnish Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT

INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.

13. Collateral Protection Expenses; Preservation of Collateral. In Secured Party's discretion, if Debtor fails to do so, Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the Collateral, make repairs thereto, and pay any necessary filing fees or insurance premiums. Debtor agrees to reimburse Secured Party on demand for all expenditures so made. Secured Party shall have no obligation to Debtor to make any such expenditures, nor shall the making thereof be construed as the waiver or cure of any default or Event of Default.

14. Secured Party's Obligations and Duties. Anything herein to the contrary notwithstanding, Debtor shall remain obligated and liable under each contract or agreement forming part of the Collateral to be observed or performed by Debtor thereunder. Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by Secured Party of any payment relating to any of the Collateral, nor shall Secured Party be obligated in any manner to perform any of the obligations of Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to Secured Party or to which Secured Party may be entitled at any time or times. Secured Party's sole duty with respect to the custody, safe keeping, and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as Secured Party deals with similar property for its own account.

15. Securities and Deposits. Whether or not any Obligations are due, Secured Party may, following and during the continuance of a default and Event of Default, demand, sue for, collect, or make any settlement or compromise that it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from Secured Party to Debtor may at any time be applied to or set off against any of the Obligations. In the Event of Default, Debtor agrees that, prior to making any distributions of earnings to any of its members, it shall first pay all of the Obligations in full.

16. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Event of Default shall have occurred and be continuing, Debtor shall, upon 15 days' prior written notice to Debtor, at the request and option of Secured Party, notify Account debtors and other persons obligated on any of the Collateral of the security interest of Secured Party in any Account, Chattel Paper, general intangible, instrument, or other Collateral and that payment thereof is to be made directly to Secured Party or to any financial institution designated by Secured Party as Secured Party's agent therefor, and if an Event of Default shall have occurred and be continuing and the Debtor has not complied with the aforesaid request of the Secured Party, and at least 30 days have elapsed from the date of the Event of Default, Secured Party may itself, without notice to or demand upon Debtor, so notify Account debtors and other persons obligated on the Collateral. After the making of such a request or the giving of any such notification, Debtor shall hold any proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments, and other Collateral received by Debtor as trustee for Secured Party without commingling the same with other funds of Debtor and shall turn the same over to Secured Party in the identical form received, together with any necessary endorsements or assignments. Secured Party shall apply the proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments, and other Collateral received by Secured Party to the Obligations, such

proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

17. Power of Attorney.

(a) Appointment and Powers of Secured Party. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following:

i. upon the occurrence and during the continuance of an Event of Default, in pursuit of the exercise of any remedy Secured Party may have under this Agreement or otherwise at law or in equity, including generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Debtor's expense, at any time, or from time to time, all acts and things that Secured Party deems necessary or useful to protect, preserve, or realize upon the Collateral and Secured Party's security interest therein, in order to effect the intent of this Agreement, all at least as fully and effectively as Debtor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state, local, or other agencies or authorities with respect to trademarks, copyrights, and patentable inventions and processes, (ii) upon written notice to Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (iii) the execution, delivery, and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments, or other instruments of conveyance or transfer with respect to such Collateral; and

ii. to the extent that Debtor's authorization given in Section 4 is not sufficient, to file such financing statements or any other assignment with respect hereto, with or without Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as Secured Party may deem appropriate and to execute in Debtor's name such financing statements and amendments thereto and continuation statements that may require Debtor's signature.

(b) Ratification by Debtor. To the extent permitted by law, Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

(c) No Duty on Secured Party. The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees, or agents shall be responsible to Debtor for any act or failure to act, except for Secured Party's own gross negligence or willful misconduct.

18. Events of Default. Debtor shall be in default under this Agreement and each of the other Obligations upon the occurrence of any of the following Events of Default:

(a) Debtor fails to pay when due, any installment or other amount due or coming due under any of the Obligations after notice or any grace period provided in the Obligations.

(b) Any attempt by Debtor, without the prior written consent of Secured Party, to sell, rent, lease, mortgage, grant a security interest in or otherwise deliver possession of, transfer, or encumber the Collateral in a manner which violates the provisions of this Agreement.

(c) Debtor breaches any of its other obligations or duties under this Agreement or any other documents evidencing or executed in connection with the Obligations after notice or any grace period (if any) provided in the Obligations.

(d) Any warranty, representation, or statement made by Debtor in this Agreement or any other documents evidencing or executed in connection with the Obligations is false or misleading in any material respect.

(e) Debtor or any guarantor or surety for the obligations dies, becomes insolvent, or ceases to conduct business.

(f) The Collateral or any other property of Debtor is confiscated, sequestered, seized, or levied upon.

(g) Any material part of the Collateral is damaged, lost, stolen, secreted, or destroyed, and such part is not replaced or repaired by Debtor within sixty (60) days of the date that such part is damaged, lost, stolen, or destroyed.

(h) Debtor makes an assignment for the benefit of creditors, applies to or petitions any tribunal for the appointment of a custodian, receiver, or trustee for itself or for any substantial part of its property, or commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, or if any such petition or application is filed or any such proceeding is commenced against Debtor or any guarantor or surety, and such petition, application, or proceeding is not dismissed within sixty (60) days, or Debtor or any such guarantor or surety by any act or omission shall indicate its consent to, approval of, or acquiescence in any such petition, application, proceeding, order for relief, or such appointment of a custodian, receiver, or trustee.

(i) Debtor conceals or removes, or permits to be concealed or removed, any part of its assets, so as to hinder, delay, or defraud any of its creditors, or makes or suffers a transfer of any of its assets which would be fraudulent under any bankruptcy, insolvency, fraudulent conveyance, or similar law or makes any transfer of its assets to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid, or suffers or permits, while insolvent, any creditor to obtain a lien upon any of Debtor's property through legal proceedings or distraint, or if a tax lien is filed against Debtor or the Collateral.

19. Rights and Remedies. If an Event of Default shall have occurred and be continuing, Secured Party, without any other notice to or demand upon Debtor, have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies that may be provided to a secured party in any jurisdiction in which the Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. Secured Party may in its discretion require Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of Debtor's principal office(s) or at such other locations as Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give to Debtor at least thirty

(30) business days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Debtor hereby acknowledges that thirty (30) business days' prior written notice of such sale or sales shall be reasonable notice. In addition, Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

20. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, Debtor acknowledges and agrees that it is not commercially unreasonable for Secured Party (a) to fail to incur expenses reasonably deemed significant by Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third-party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third-party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against Account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against Account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the kind included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets of such kind, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure Secured Party against risks of loss, collection or disposition of Collateral or to provide to Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by Secured Party, to obtain the services of other brokers, investment bankers, consultants, and other professionals to assist Secured Party in the collection or disposition of any of the Collateral. Debtor acknowledges that the purpose of this Section 20 is to provide non-exhaustive indications of what actions or omissions by Secured Party would fulfill Secured Party's duties under the Uniform Commercial Code or other law of the State or any other relevant jurisdiction in Secured Party's exercise of remedies against the Collateral and that other actions or omissions by Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 20. Without limitation upon the foregoing, nothing contained in this Section 20 shall be construed to grant any rights to Debtor or to impose any duties on Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 20.

21. No Waiver by Secured Party. Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively, or concurrently at such time or at such times as Secured Party deems expedient.

22. Suretyship Waivers by Debtor. Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising, or adjusting of any thereof, all in such manner and at such time or times as Secured

Party may deem advisable. Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 12(b). Debtor further waives any and all other suretyship defenses.

23. Proceeds of Dispositions; Expenses. Debtor shall pay to Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Secured Party in protecting, preserving, or enforcing Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, Debtor shall remain liable for any deficiency.

24. Overdue Amounts. Until paid, all amounts due and payable by Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the post-default rate of interest set forth in the promissory notes evidencing the Replacement Note.

25. Governing Law; Consent to Jurisdiction. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MISSOURI. DEBTOR AND SECURED PARTY HEREBY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURTS LOCATED IN THE CITY OR COUNTY OF ST. LOUIS, MISSOURI AS A SECURED PARTY MAY REASONABLY DESIGNATE FOR THE PURPOSE OF LITIGATION INVOLVING THIS AGREEMENT, THE REPLACEMENT NOTE, THE COLLATERAL, AND ANY OTHER AGREEMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THE REPLACEMENT NOTE. DEBTOR AND SECURED PARTY WAIVE ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE AND WAIVE ANY RIGHTS TO COMMENCE ANY ACTION AGAINST EACH OTHER IN ANY JURISDICTION EXCEPT THE SITUS SPECIFIED ABOVE. ALL RIGHTS TO TRIAL BY JURY ARE RELINQUISHED AND WAIVED BY DEBTOR AND SECURED PARTY WITH RESPECT TO THE OBLIGATIONS, THIS AGREEMENT, THE COLLATERAL, OR ANY MATTERS RELATING THERETO.** Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Debtor by mail at the address set forth at the beginning of this Agreement.

26. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of Secured Party and its heirs, executors, legal representatives, successors, and assigns. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. Debtor acknowledges receipt of a copy of this Agreement. In the event of any action or proceeding brought by any party against another, under or pursuant to or in the enforcement of the terms and provisions of this Agreement, the substantially prevailing party shall be entitled to recover (and the non-prevailing party shall be obligated to pay) all costs and expenses incurred by the substantially prevailing party in connection therewith, including reasonable attorneys' fees (as determined by court action) and court costs. Pursuant to section 432.047 of the Revised Statutes of Missouri, as amended, the parties agree to the quoted language below. Reference in the quoted language to "you" and "borrower(s)" shall mean and refer to Debtor, and reference to "us" and "creditor" shall mean and refer to Secured Party, as the context indicates: **ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE,**

REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this Agreement as of the date first above written.

DEBTOR:

WORLD BOTTLING CAP, LLC, a Nevada limited liability company

By: Abe Fishman
Name: ABE FISHMAN
Title: PRESIDENT

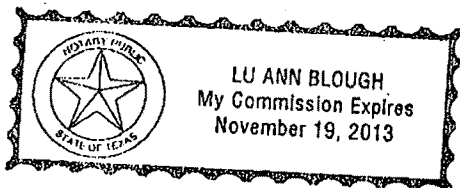
STATE OF Texas)
COUNTY OF Denton) SS

On this 18th day of May, 2013, before me, a Notary Public in and for said state, personally appeared Abe Fishman of **World Bottling Cap, LLC**, a limited liability company of the State of Nevada, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires: 11/19/13

LuAnn Blough
Notary Public



SECURED PARTY:

TERRY LIBERMAN, a resident of the State of Missouri

By: Terry Liberman
Terry Liberman

STATE OF MISSOURI)
COUNTY OF St. Louis)

On this 28th day of May, 2013, before me, a Notary Public in and for said state, personally appeared **Terry Liberman**, an individual resident of the State of Missouri, known to me to be the person who executed the within document in behalf of said person and acknowledged to me that said person executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires:

Lisa D. Cleene
Notary Public

Exhibit C

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EXHIBIT 1

WORLD BOTTLING CAP, LLC - PATENT PORTFOLIO

Title	Application No.	Patent No.	Filed	Granted	Publication No.	Pub Date	Status	Comments/Notes
1 Easy Pull Crown Bottle Cap	11/698,247	8,061,544	1/25/2007	11/22/2011	2007/0181526	8/9/2007	Issued	National Filing & CIP of PCT/US2006/002421
2 Easy Pull Bottle Cap	12/725,295	8,365,940	3/16/2010	2/5/2013	2010/0200534	8/12/2010	Issued	CIP of 8,061,554
3 Easy Pull Bottle Cap	12/903,533	8,276,733	10/13/2010	10/2/2012	2011/0024381	2/3/2011	Issued	DIV of 8,061,554
4 Easy Pull Bottle Cap	13/267,264	Pending	10/6/2011	Pending	2012/0261380	10/18/2012	Pending	CIP of 8,061,544; NPOA mailed 1/16/13
5 Easy Pull Bottle Cap	PCT/US11/67134	Pending	12/23/2011	Pending	Pending	Pending	Pending	Based on 13/267,264 (CIP)
6 Easy Pull Bottle Cap	CN2012204617064	Pending	7/23/2012	Pending	Pending	Pending	Pending	Direct Filing of 8,061,544
7 Reduced Gauge Bottle Cap	PCT/US12/47949	Pending	7/24/2012	Pending	WO2013052194	4/11/2013	Pending	Based on 13/267,264 (CIP) "RGC"
8 Bottle Crown w/ Opener	PCT/US12/53131	Pending	8/30/2012	Pending	WO2013052219	4/11/2013	Pending	Based on 13/267,264 (CIP) "Omnibus"
9 Easy Pull Medical Vial Cap	13/758,623	Pending	2/4/2013	Pending	Pending	Pending	Pending	CIP of 8,365,940 "EPMC"
10 Bottle Crown w/ Opener	CN2013	Pending	Pending	Pending	Pending	Pending	Pending	Based on 13/267,264; Direct Filing of Omnibus
11 Bottle Crown w/ Opener	61/791,698	Pending	3/15/2013	Pending	Pending	Pending	Pending	Conversion & International filing needed (Technology)

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5/17/2013

PATENT

RECORDED: 12/16/2013

REEL: 032065 FRAME: 0467