

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2847470

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INVISION TECHNOLOGY, LLC	04/28/2014
RECEIVING PARTY DATA		
Name:	STACK RESOURCES, LLC	
Street Address:	12410 SE 32ND STREET	
Internal Address:	SUITE 210	
City:	BELLEVUE	
State/Country:	WASHINGTON	
Postal Code:	98005	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Application Number:	11835261	
Application Number:	61837345	
Application Number:	13678811	
Application Number:	13533286	
Application Number:	61897924	
Application Number:	13855524	
PCT Number:	US1357764	
Patent Number:	8337740	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	patents@foster.com	
Correspondent Name:	FOSTER PEPPER PLLC	
Address Line 1:	1111 THIRD AVENUE, STE. 3400	
Address Line 4:	SEATTLE, WASHINGTON 98101	
ATTORNEY DOCKET NUMBER:	206205-VARIOUS	
NAME OF SUBMITTER:	SUSAN GRIMES	
SIGNATURE:	/Susan Grimes/	
DATE SIGNED:	05/08/2014	

PATENT

Total Attachments: 12

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LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT dated effective as of 28 April 2014 ("Effective Date"), by and between inVision Technology, LLC, a Washington corporation ("Company"), as borrower and Stack Resources, LLC, ("Stack"), as lender, is made and executed on the terms and conditions set forth below.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Term.

This Agreement shall be effective as of the date of its execution and shall continue thereafter until the Loan and the Origination Fee, as defined below, have been paid in full.

2. Definitions.

The following words shall have the following meanings when used in this Agreement.

2.1 Agreement. "Agreement" means this Loan and Security Agreement, together with any and all exhibits and schedules attached to this Loan Agreement.

2.2 Business Day. "Business Day" means a day (other than a Saturday) on which banks are open for business in Seattle, Washington.

2.3 Collateral. "Collateral" means all property of the Company described on Schedule 1 to this Agreement.

2.4 Event of Default. "Event of Default" means and includes any of the Events of Default set forth in Section 5 of this Agreement.

2.5 Intellectual Property. "Intellectual Property" means all intellectual property of the Company described on Schedule 2 to this Agreement as well as the entire right, title, and interest in and to patents, copyrights, trademarks, and trade secrets and all prosecution and all ownership rights to any improvements, derivatives, alternate embodiments, whether conceptual or otherwise. The entire right, title and interest in patents extends to all patent application and related inventions, including all improvements, variations, derivations and inventive subject matter directly or indirectly related to the patent application and inventions, and all provisional or non-provisional patent applications or issued patents that have been or may be granted thereon, including without limitation all reissues, divisions, continuations, continuations in part, and extensions of the patent applications or patents, or any other form of protection for the inventions related to the patent application, in the United States and foreign countries; all rights of action arising from the inventions and all applications and patents on the inventions; and all claims for damages by reason of past and future infringement of the inventions and all

applications and patents on the inventions, and the right to sue and collect damages for such infringement.

2.6 Loan. "Loan" means the loan in the principal amount of Twenty Five Thousand Dollars (\$25,000) made by Stack to the Company in accordance with the terms and conditions of this Agreement.

2.7 Note. "Note" means the promissory note dated the date of execution of this Agreement in the form attached hereto as Exhibit A and evidencing the Loan.

2.8 Note Rate. "Note Rate" means the rate per annum, simple interest, of eighteen percent (18%) payable on the Loan as provided in Section 3.3.

2.9 Obligations. "Obligations" means Company's obligations under the Note, this Agreement and the Related Documents.

2.10 Origination Fee. "Origination Fee" means a non-refundable fee of Twenty Five Thousand Dollars (\$25,000) which shall be paid by Company to Ebert in connection with origination of the Loan, and which shall be fully earned and payable upon execution of this Agreement.

2.11 Related Documents. "Related Documents" means and includes without limitation all promissory notes, loan agreements, guaranties, security agreements, UCC filings, Certificates of Title, registrations and all other documents, whether now or hereafter existing, executed in connection with the Loan, including without limitation the Note.

3. Loan.

3.1 Agreement to Lend. Stack agrees to lend to Company upon mutual execution of this Loan and Security Agreement the principal amount of Twenty-Five Thousand Dollars (\$25,000).

3.2 Payment of Principal, Interest, and Origination Fee. Payments of interest and the Origination Fee shall be due and made upon maturity of the Loan. The Loan shall mature and Company shall pay Stack all remaining principal, all accrued, unpaid interest, the Origination Fee, and other charges due hereunder in full on or before the earliest of the following events to occur: (i) the one year anniversary of the Effective Date, or (ii) upon the occurrence of an Event of Default (as defined below).

3.3 Interest. Company agrees to pay to Stack interest at the Note Rate on the outstanding principal balance of the Loan from the date of the Loan until the Loan is paid in full. If Company fails to pay when due any outstanding principal of, or accrued interest on, the Loan, or the Origination Fee, Company shall pay interest on the delinquent amount from the due date thereof until paid in full at a per annum rate equal to the lesser of (i) the Note Rate plus four percent (4%), or (ii) the maximum amount permitted under applicable law.

3.4 The Note. The Loan shall be evidenced by and repayable with interest at the Note Rate on the outstanding principal balance of the Note payable to the order of Stack, dated the date of this Agreement and in the maximum principal amount of the Loan.

3.5 Prepayments. Company may prepay the Loan and the Origination Fee at any time without penalty and without the prior written consent of Stack.

3.6 Manner of Payment. All amounts payable to Stack hereunder shall be made by paying those amounts to Stack, at 12410 SE 32nd Street, Suite #210, Bellevue, WA 98005, on or before the date on which payment is due. Whenever any payment hereunder is due on a day other than a Business Day, such payment may be made on the next succeeding Business Day and such extension of time shall be included in the computation of payment of interest.

3.7 Use of Proceeds. Stack will pay invoices received from Foster Pepper PLLC for legal work associated with the intellectual property identified in Schedule 2 to this Agreement. Upon completion of legal work, Foster Pepper will generate and transmit invoices to Stack for payment by Stack on or before five (5) business days of receipt of invoice. The invoices from Foster Pepper shall be the Company's fees and costs to maintain or advance the intellectual property identified in Schedule 2 to this Agreement.

3.8 Right of First Refusal.

(a) Bona Fide Loan Offer. If at any time the Company receives and desires to accept a bona fide offer to loan money to refinance the Loan, the Company shall give written notice to Stack, specifying the name and address of the potential lender and including a written copy of the terms of the loan offer (the "Loan Offer").

(b) Right To Make the Loan. Stack shall then have the right to make the loan to the Company at the same principal amount and on the same terms as set forth in the notice of the Loan Offer. Stack shall exercise his right to make the loan by giving notice to the Company fifteen (15) days following receipt of such notice from the Company, specifying that Stack desires to make a loan pursuant to the terms of the Loan Offer.

(c) Proceeding With Loan. If Stack allows to expire, or waives in writing, his rights to make the loan, the Company may proceed with the proposed loan at the principal amount and pursuant to the terms of the Loan Offer; provided, however, that if the Company does not close the proposed loan within thirty (30) days after Stack's rights to make the loan have been waived in writing or expire, the proposed loan may not be made without the Loan Offer, or any new offer made or received, again being subject to Stack's rights of refusal as provided hereinabove.

(d) Origination Fee. If the Company refinances the Loan, the Origination Fee shall be due and payable in full at the time of the refinancing.

4. Security.

4.1 Grant of Security Interest. As collateral security for the due and punctual payment, performance and observance by the Company of the Obligations, Company hereby grants to Stack a security interest in and lien upon all right, title and interest of the Company in the Collateral.

4.2 Security Interest in Intellectual Property. In addition, the Company hereby grants Stack a continuing lien on and security interest in all of the Company's right, title, priorities, privileges, and interest in and to the intellectual property set forth in Schedule 2 hereto (the "Intellectual Property"), whether now or hereafter owned, and whether arising under United States, multinational or foreign laws or otherwise, and all proceeds thereof and all accessions to, and replacements for, the Intellectual Property, and all General Intangibles as that term is defined under the Washington Uniform Commercial Code now owned or hereafter acquired by the Debtor in or relating to the Intellectual Property, which security interest shall be a first and prior interest in all of the Intellectual Property.

4.3 Financing Statements and Other Filings. So long as Company is indebted to Stack for the performance of any Obligations, Company will promptly execute and deliver to Stack such assignments, notices, financing statements, or other documents and papers (including, but not limited to, such documents as may be filed with the U.S. Register of Copyrights and the U.S. Patent and Trademark Office between the date of this Agreement and the Maturity Date, in order to perfect Stack's rights and ownership in the Company's patents, registered trademarks, registered copyrights and applications therefor as well as copyright registrations relating to the Collateral) as Stack may reasonably require in order to perfect and maintain the security interest in the Collateral granted to Stack hereby and to give any third party notice of Stack's interest in the Collateral. Upon the full and final discharge of all of Company's Obligations, Stack will execute and deliver such documents as may be reasonably necessary and requested by Company to release the Collateral from the security interest granted to Stack in this Agreement.

5. Events of Default. Each of the following events shall constitute an Event of Default under this Agreement:

5.1 Default on Indebtedness. Company fails to make any payment due on the Loan or fails to pay the Origination Fee and such failure continues for more than ten (10) days following written notice from Stack.

5.2 Other Material Defaults. Company fails to comply with or to perform any other material term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, including, without limitation, failing to use the proceeds of the Loan for the purposes set forth in Section 3.7. If any failure, other than a failure to pay money, is curable and if Company has not been given a notice of similar breach within the preceding two (2) months, it may be cured (and no Event of Default will have occurred) if the Company after receiving written notice from Stack demanding cure of such failure: (i) cures the failure within 30 days; or (ii) if the cure requires more than 30 days, immediately initiates steps sufficient to

cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

5.3 Financial Defaults. Company dissolves, files a petition seeking bankruptcy relief, an order for bankruptcy relief is entered against Company, or the Company makes a general assignment for the benefit of its creditors or consents to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, or custodian of all or a substantial part of its property.

5.4 Other Charges. Company fails to pay before delinquency any taxes, assessments and other government charges which are or may become a lien on the Collateral.

5.5 Security Interest. Subject to the provisions of Section 7, the Company grants to any party a security interest in any of the Collateral.

6. Effect of an Event of Default.

6.1 General Remedies. In the event of an occurrence of any Event of Default, in addition to exercising any other rights or remedies Stack may have under the Note, at law or in equity, or pursuant to the provisions of applicable state commercial codes, Stack may, at its option, and without demand first made, exercise any one or all of the following rights and remedies: (i) collect executed Assignments of the Collateral from the Company; and (ii) take immediate possession of the Collateral wherever it may be found, using all reasonable means to do so, or require Company to assemble the Collateral and make it available to Stack at a place designated by Stack which is reasonably convenient to Company.

6.2 No Election of Remedies. The election by Stack of any right or remedy will not prevent Stack from exercising any other right or remedy against Company.

6.3 Proceeds. If an Event of Default occurs, all proceeds and payments with respect to the Collateral will be retained by Stack (or if received by Company will be held in trust and will be forthwith delivered by Company to Stack in the original form received, endorsed in blank) and held by Stack as part of the Collateral.

7. Subordination. In no event shall Stack be required to subordinate the priority of the Loan or the related security interest without his prior written consent.

8. Miscellaneous.

8.1 Merger Clause; Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matter set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

8.2 Applicable Law. This Agreement has been delivered to Stack and accepted by Stack in the State of Washington. If there is a lawsuit arising out of or relating to this Agreement or the claimed breach hereof, Company agrees to submit to the jurisdiction of the courts of King County, and State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8.3 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

8.4 Costs and Expenses. Company agrees to pay upon demand all of Stack's out-of-pocket expenses, including reasonable attorneys' fees and costs, incurred in connection with the collection of the Loan or the enforcement of this Agreement, whether or not there is a lawsuit, including attorneys' fees and costs incurred in connection with any bankruptcy proceedings (and efforts to modify or vacate any automatic stay or injunction), appeals, and any post-judgment collection services. Company also will pay any court costs, in addition to all other sums provided by law.

8.5 Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered, upon transmission by telecopier or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the following addresses:

If to Company: inVision Technology, LLC
 P.O. Box 20246
 Seattle, WA 98102

[REDACTED]
[REDACTED]

If to Stack: Stack Resources, LLC
 12410 SE 32nd Street, Suite #210
 Bellevue, WA 98005

[REDACTED]

Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address. For notice purposes, Company agrees to keep Stack informed at all times of Company's current address.

8.6 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstances, and all provisions of this Agreement in all other respects shall remain valid and enforceable.

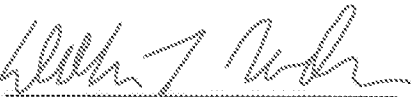
8.7 Waiver. Stack shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Stack. No delay or omission on the part of Stack in exercising any right shall operate as a waiver of such right or any other right. A waiver by Stack of a provision of this Agreement shall not prejudice or constitute a waiver of Stack's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Stack, nor any course of dealing between Stack and Company shall constitute a waiver of any of Stack's rights or of any obligations of Company as to any future transactions. Whenever the consent of Stack is required under this Agreement, the granting of such consent by Stack in any instance shall not constitute continuing consent in subsequent instances where such consent is required, and in all cases such consent may be granted or withheld in the sole discretion of Stack.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING THE
REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER
WASHINGTON LAW.**

DATED AS OF APRIL 28, 2014.


COMPANY:

InVision Technology, LLC

By: 
Printed Name: William L. Rodman
Its: President

STACK:

Stack Resources, LLC

By: 
Printed Name: Lindsay F. Eberts
Its: Member

SCHEDULE 1

DESCRIPTION OF COLLATERAL

The Collateral consists of and includes each of the following items (as defined in the applicable Article 9 of the applicable state's version of the Uniform Commercial Code in effect on the date of the Agreement to which this is Schedule 1 (the "*Agreement*")) owned by the Company, both as of the date of the Agreement and as hereafter acquired by the Company (as defined in the Agreement):

1. All accounts;
2. All general intangibles (including without limitation trade names, trademarks and the goodwill of the Company symbolized thereby, copyrights (whether or not registered), patents, service marks, trade secret rights, including but not limited to the Intellectual Property listed on Schedule 2, all other intellectual property rights and all applications therefor, all technology, software source code and object code, and know-how);
3. All chattel paper;
4. All deposit accounts;
5. All accounts receivable proceeds;
6. All equipment;
7. All fixtures;
8. All inventory;
9. All documents;
10. All instruments; and
11. All investment property.

SCHEDULE 2**Patents****inVision Technologies, LLC Intellectual Property Portfolio**

Patent Application Title	Patent App. No.	Filing Date	Country	Patent No.	Issue Date
COMPOSITE STRUCTURES AND METHODS OF MAKING SAME	11/835,261	7-AUG-07	US		
HOLLOW COMPOSITE STRUCTURE AND METHOD OF MAKING SAME	200780100977.9	18-OCT-07	China		
HOLLOW COMPOSITE STRUCTURE AND METHOD OF MAKING SAME	07871181.9	3-MAR-10	Europe		
INTEGRAL FUSELAGE FRAMES			US		
REINFORCED INTERNAL COMPOSITE STRUCTURES	12/565,602	23-SEP-09	US	8,337,740	25-Dec-12
REINFORCED INTERNAL COMPOSITE STRUCTURES	13/678,811	16-NOV-2012	US		
COMPOSITE STRUCTURES HAVING CORED MEMBERS	13/533,286	26-JUN-12	US		
FAIL SAFE METALLIC FITTINGS EMBEDDED IN COMPOSITE STRUCTURE			US		
CELLULAR CORE COMPOSITE LEADING AND TRAILING EDGES	13/855,524	2-APR-13	US		
CELLULAR CORE COMPOSITE AIRFOILS	PCTUS201357764	02-Sep-2013	PCT		
Trademark	Application No.	Filing Date	Country	Reg. No.	Reg. Date
CELLULAR CORE TECHNOLOGY	85586445	2-Apr-12	US	N/A	N/A
INVISION	77297646	5-Oct-07	US	3828708	3-Aug-10
INVISION & Design	77322010	5-Nov-07	US	3790602	18-May-10
MISCHELLEOUS Design	77322014	5-Nov-07	US	3822341	20-Jul-10

EXHIBIT A

PROMISSORY NOTE

PROMISSORY NOTE

\$25,000.00

Seattle, Washington
April 28, 2014

FOR VALUE RECEIVED, the undersigned, INVISON TECHNOLOGY, LLC, a Washington corporation (the "Borrower"), promises to pay to the order of Stack Recourses, LLC (the "Lender"), the principal sum of TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00), or so much thereof as may be from time to time disbursed hereunder, in lawful money of the United States of America, together with interest on the unpaid principal from time to time outstanding, at the rate set forth below, until fully paid. The entire unpaid principal balance of this Promissory Note plus all accrued but unpaid interest thereon shall be due and payable on the Maturity Date (as such term and other capitalized terms used without definition are defined in Section 1 below).

This Promissory Note evidences advances made from time to time by the Lender to the Borrower pursuant to the provisions of the Loan and Security Agreement of even date herewith (the "Loan Agreement").

1. Definitions. Undefined terms used herein shall have the meaning given such terms in the Loan Agreement. As used herein, the following terms shall be defined as follows:

(a) Maturity Date: The Maturity Date of this Promissory Note shall be the date on which this loan matures and all principal and interest is due, as set forth in Section 3.2 of the Loan Agreement between the Lender and Borrower of even date herewith.

(b) Promissory Note: This Promissory Note, made by the Borrower for the benefit of the Lender and its assigns.

3. Interest Rate. The unpaid principal amount of loans outstanding under this Promissory Note shall bear simple interest at the rate of eighteen percent (18%) per annum.

4. Payments. No payment of interest shall be due until maturity of the Loan as set forth in Section 1(c) above. Principal shall be paid at times and in amounts as set forth in the Loan Agreement. Appropriate notations shall be made on Exhibit I for all principal payments made by the Company to Lender hereunder.

5. Prepayment. The Borrower may prepay this Promissory Note at any time without prior written consent of Lender.

6. Default Remedies. In the event the Borrower shall fail to pay when due any amount of principal of or interest on this Promissory Note, or is in default under any other promissory note or credit facility, the Lender may, by notice to the Borrower, may take any action permitted under the Loan Agreement, including declaring all amounts due hereunder to be forthwith due and payable and thereupon this Promissory Note and all such amounts shall be and become immediately due and payable all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower. No delay on the part of the Lender hereof in exercising any of its options, powers or rights, or partial or single

exercise thereof shall constitute a waiver thereof. The options, powers and rights of the Lender specified herein are in addition to those otherwise created.

7. Security. This Note is secured by a security interest in all of the assets and properties of Borrower granted pursuant to the terms and conditions of the Loan Agreement.

8. Subordination. The indebtedness evidenced by this Promissory Note may be subordinated in accordance with the provisions of Section 7 of the Loan Agreement.

9. Miscellaneous.

(a) Every person or entity at any time liable for the payment of the indebtedness evidenced hereby waives presentment for payment, demand and notice of nonpayment of this Promissory Note. Every such person or entity further hereby consents to any extension of the time of payment hereof or other modification of the terms of payment of this Promissory Note, the release of all or any part of any security herefor or the release of any party liable for the payment of the indebtedness evidenced hereby at any time and from time to time at the request of anyone now or hereafter liable therefor. Any such extension or release may be made without notice to any of such persons or entities and without discharging their liability.

(b) This Promissory Note shall be governed by and construed in accordance with the laws of the State of Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING THE REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

DATED as of the day and year first above written.

INVISION TECHNOLOGY, LLC, a Washington
limited liability company

By: 

Printed Name: William L. Rodman

Its: President