## 502916544 07/31/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2963143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
BEEONICS, INC.	07/11/2014

### **RECEIVING PARTY DATA**

Name:	RABINDRA L. SONI	
Street Address:	101 PINCKNEY STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02114	

## **PROPERTY NUMBERS Total: 9**

Property Type	Number
Application Number:	13965129
Application Number:	13965136
Application Number:	13965115
Application Number:	13834765
Application Number:	13833849
Application Number:	13833775
Application Number:	13833669
Application Number:	13833589
Application Number:	14256359

#### **CORRESPONDENCE DATA**

**Fax Number:** (866)257-9530

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 2023371068

Email: Matthew.Rohrbaugh@slglawfirm.com

Correspondent Name: MATTHEW ROHRBAUGH

Address Line 1: 601 PENNSYLVANIA AVENUE NW
Address Line 2: SOUTH BUILDING, SUITE 900
Address Line 4: WASHINGTON, D.C. 20004

NAME OF SUBMITTER:	MATTHEW E. ROHRBUAGH
SIGNATURE:	/Matthew E. Rohrbaugh/

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502916544 REEL: 033450 FRAME: 0167

**DATE SIGNED:** 07/31/2014 **Total Attachments: 27** source=Promissory Note (redacted)#page1.tif source=Promissory Note (redacted)#page2.tif source=Promissory Note (redacted)#page3.tif source=Promissory Note (redacted)#page4.tif source=Promissory Note (redacted)#page5.tif source=Promissory Note (redacted)#page6.tif source=Promissory Note (redacted)#page7.tif source=Promissory Note (redacted)#page8.tif source=Promissory Note (redacted)#page9.tif source=Promissory Note (redacted)#page10.tif source=Promissory Note (redacted)#page11.tif source=Promissory Note (redacted)#page12.tif source=Promissory Note (redacted)#page13.tif source=Promissory Note (redacted)#page14.tif source=Promissory Note (redacted)#page15.tif source=Promissory Note (redacted)#page16.tif source=Promissory Note (redacted)#page17.tif source=Promissory Note (redacted)#page18.tif source=Promissory Note (redacted)#page19.tif source=Promissory Note (redacted)#page20.tif source=Promissory Note (redacted)#page21.tif source=Promissory Note (redacted)#page22.tif source=Promissory Note (redacted)#page23.tif source=Promissory Note (redacted)#page24.tif source=Promissory Note (redacted)#page25.tif source=Promissory Note (redacted)#page26.tif source=Promissory Note (redacted)#page27.tif

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT AND ANY APPLICABLE STATE SECURITIES LAW OR PURSUANT TO RULE 144 OR AN OPINION OF COUNSEL SATISFACTORY TO THE PAYOR THAT SUCH REGISTRATION IS NOT REQUIRED.

#### PROMISSORY NOTE AND SECURITY AGREEMENT

July 11, 2014

This Promissory Note and Security Agreement (this "Agreement") is made and effective as of July 11, 2014 (the "Effective Date"), by and between Rob Soni ("Lender") and Beconics, Inc., a corporation organized under the laws of the State of Delaware ("Borrower").

This Agreement sets forth the terms on which Lender shall advance the Loan Amount (as defined below) to Borrower, and Borrower shall repay the Loan Amount owing to Lender.



### 5. Security Interest.

- (a) Grant of Security Interest. As collateral for the Borrower's obligations under this Agreement and to secure prompt payment and performance by Borrower of all of Borrower's obligations under this Agreement, Borrower grants and pledges to Lender a continuing security interest in all personal property of Borrower of every kind, whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to: (i) all accounts, chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), Intellectual Property (as defined below), general intangibles (including payment intangibles and software), customer lists, goods (including fixtures), instruments (including promissory notes), securities, inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Borrower's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and (ii) any and all cash proceeds and noncash proceeds therefrom. including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment (collectively, the "Collateral"). All terms above, unless otherwise expressly defined elsewhere herein, have the meanings given to them in the Massachusetts Uniform Commercial Code, as amended or supplemented from time to time (the "Code"). Such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral. Notwithstanding any termination of this Agreement, Lender's security interest in the Collateral shall remain in effect for so long as any obligation under this Agreement remains outstanding.
- Perfection of Security Interest. Borrower authorizes Lender to file at any time financing (b) statements, continuation statements, and amendments thereto that: (i) either specifically describe the Collateral or describe the Collateral as all assets of Borrower of the kind pledged hereunder; and (ii) contain any other information required by the Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether Borrower is an organization, the type of organization, and any organizational identification number issued to Borrower, if applicable. Any such financing statements may be signed by Lender on behalf of Borrower, as provided in the Code, and may be filed at any time in any jurisdiction whether or not Revised Article 9 of the Uniform Commercial Code is then in effect in that jurisdiction. Borrower shall from time to time endorse and deliver to Lender at the request of Lender all negotiable Collateral and other documents that Lender may reasonably request, in form satisfactory to Lender, to perfect and continue the perfection of Lender's security interests in the Collateral. Further, for any Collateral for which perfection requires documentation or filings beyond those set forth above, such as the execution of a specific assignment or security agreement, Borrower shall execute and deliver to Lender any such documentation as may be required by Lender, in a form reasonably acceptable to Lender. Borrower shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Lender chooses to perfect his security interest by possession in addition to the filing of a financing statement or obtainment of other documentation from Borrower.
- (c) Right to Inspect. Lender shall have the right, upon reasonable prior notice, from time to time during Borrower's usual business hours, to inspect Borrower's books and records and to make

copies thereof and to check, test, and appraise the Collateral in order to verify Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral.

- (d) Intellectual Property. "Intellectual Property" shall mean all right, title, and interest in and to the following intellectual property or intellectual property rights of Borrower:
  - (i) All copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, "Copyrights");
  - (ii) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same ("Patents");
  - (iii) All trademarks and servicemarks, whether registered or not, applications to register and registrations of same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks or servicemarks (collectively, "Trademarks");
  - (iv) All inventions, trade secrets, ideas, applications, practices, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, concepts, and techniques relating to the business, products, and proposed products of Borrower, and any and all intellectual property rights in software, source code, and software products now or hereafter existing, created, acquired or held, whether or not patented or patentable;
  - (v) All design rights which may be available to Borrower now or hereafter existing, created, acquired or held, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all writings, plans, specifications and schematics that are related to or connected with the Borrower's business;
  - (vi) All Copyrights, Patents, Trademarks, and other intellectual property specifically identified and listed on Exhibit B attached hereto;
  - (vii) All claims for damages by way of past, present and future infringement of any of the intellectual property or intellectual property rights identified above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such intellectual property or intellectual property rights;
  - (viii) All licenses or other rights to use any of the intellectual property identified above, and all license fees and royalties arising from such use to the extent permitted by such licenses or similar rights;
  - (ix) All amendments, renewals and extensions of any of the above intellectual property or intellectual property rights; and
  - (x) All proceeds and products of the foregoing, including, without limitation, all developments and derivatives thereof, and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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- 8. Events of Default. Notwithstanding any provision of this Agreement to the contrary, the outstanding principal and accrued interest under this Agreement shall become due and payable without notice or demand, upon the happening of any one of the following specified events (each, an "Event of Default"):
  - (a) Borrower fails to pay any principal, interest or other amount due hereunder when due;
- (b) Borrower fails to convert the outstanding Loan Amount and any accrued and unpaid interest hereunder in accordance with the provisions hereof;
- (c) Any representation or warranty made by Borrower in this Agreement was untrue or inaccurate when made;
- (d) Borrower's breach or violation of any other covenant or agreement under this Agreement, which breach or violation is not cured within 3 days after written notice of such default from Lender;
- (e) Borrower is unable to pay its debts as they become due, or is "technically insolvent," defined as having liabilities with a total value greater than the total value of its assets;
  - (f) Borrower makes a general assignment for the benefit of creditors:
- (g) Borrower intends to or actually does commence any case or other proceeding seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of its company structure or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any part of its property, or shall take any action to authorize any of the foregoing; provided, that Borrower shall provide notice of such action or intended action no less than 10 days prior to such action being taken, and the Event of Default shall be deemed to have occurred as of the date of such notice; or
- (h) Any case or proceeding is commenced against Borrower to have an order for relief entered against it as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or

composition of its structure or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking other similar official relief for it or any part of its property, and such case or proceeding: (i) results in the entry of an order for relief against it which is not fully stayed within 10 business days after the entry thereof; or (ii) is not dismissed within 60 days of commencement.

## 9. Remedies upon the Occurrence of an Event of Default.

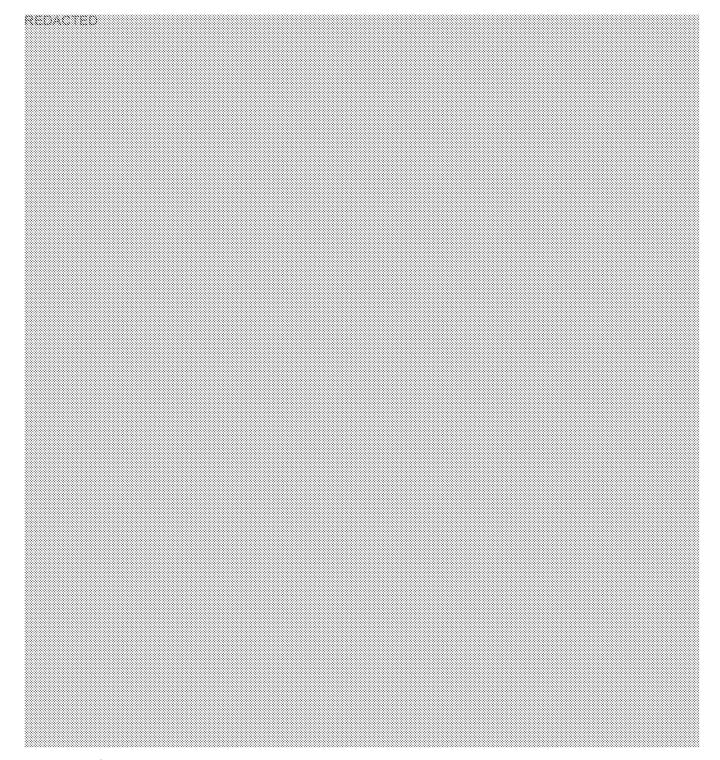
- (a) Upon the occurrence and during the continuance of an Event of Default, beyond all applicable grace periods, Lender may, at its sole election, without notice demand, do any one or more of the following, all of which are authorized by the Borrower, and all of which shall be in addition to, and not in limitation of, all rights and remedies available to Lender at law or in equity:
  - (i) Declare this Agreement immediately due and payable;
- (ii) Settle or adjust disputes and claims directly with account debtors for amounts owed, upon terms and in whatever order that Lender reasonably considers advisable;
- (iii) Make such payments and do such acts as Lender considers necessary or reasonable to protect its security interest in the Collateral. Borrower agrees to assemble the Collateral if Lender so requires, and to make the Collateral available to Lender as Lender may designate. Borrower authorizes Lender to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in Lender's determination appears to be prior or superior to Lender's security interest and to pay all expenses incurred in connection therewith;
- (iv) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral.
- (v) Take full possession of the Software IP on the Lender's Copy, and continue the development or drafting thereof to completion, including by providing such Software IP to a third party contractor, pending transfer of title to the Software IP to Lender or a third party purchaser.
- (vi) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Borrower's premises) as Lender determines is commercially reasonable, and apply any proceeds to the amounts owed by Borrower to Lender in whatever manner or order Lender deems appropriate. Lender may sell the Collateral without giving any warranties as to the Collateral. Lender may specifically disclaim any and all warranties of title or otherwise, express or implied. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Lender sells any of the Collateral upon credit, Borrower will be credited only with payments actually made by the purchaser and received by Lender. If the purchaser fails to pay for the Collateral, Lender may resell the Collateral and Borrower shall be credited with the proceeds of the sale;
  - (vii) Credit bid and purchase all or any portion of the Collateral at any public sale; and
- (viii) Any deficiency that exists after disposition of the Collateral as provided above will be paid immediately by Borrower.
- (b) Lender shall comply with any applicable state or federal law requirements in connection with the disposition of the Collateral and efforts to comply with same shall not be considered adversely to affect the commercial reasonableness of any sale or other disposition of the Collateral.

- Effective only upon the Occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints Lender (and any of Lender's designated agents) as Borrower's true and lawful attorney to: (i) send requests for verification of Accounts or notify account debtors of Lender's security interest in the Accounts; (ii) endorse Borrower's name on any checks or other forms of payment or security that may come into Lender's possession; (iii) sign Borrower's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to account debtors; (iv) dispose of any Collateral; (v) make, settle, and adjust all claims under and decisions with respect to Borrower's policies of insurance; (vi) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which Lender determines to be reasonable; (vii) enter into a short-form Intellectual Property security agreement consistent with the terms of this Agreement for recording purposes only or modify, in its sole discretion, any Intellectual Property security agreement entered into between Borrower and Lender without first obtaining Borrower's approval of or signature to such modification to include reference to any Intellectual Property acquired or created by Borrower after the execution hereof or to delete any reference to any right, title or interest in or to any Intellectual Property in which Borrower no longer has or claims to have any right, title or interest; and (viii) file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Borrower where permitted by law. The appointment of Lender as Borrower's attorney in fact, and each and every one of Lender's rights and powers, being coupled with an interest, is irrevocable until all of the obligations of Borrower under the Notes have been fully repaid or performed.
- (d) At any time after the occurrence and during the continuation of an Event of Default, Lender may notify any person owing funds to Borrower of Lender's security interest in such funds and verify the amount of such account. Borrower shall collect all amounts owing to Borrower for Lender, receive in trust all payments as Lender's trustee, and immediately deliver such payments to Lender in their original form as received from the account debtor, with proper endorsements for deposit.
- (e) Lender has no obligation to clean up or otherwise prepare the Collateral for sale. All risk of loss, damage, or destruction of the Collateral shall be borne by Borrower.
- 10. <u>Representations and Warranties of Borrower</u>. Borrower hereby represents and warrants to Lender as follows:
- (a) Organization and Qualification. Borrower is a corporation duly organized and validly existing under the laws of the State of Delaware. Borrower has the requisite corporate power and authority to own and operate its properties and assets, to carry on its business as now conducted and as proposed to be conducted and to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.
- (b) Authorization; Enforceability. All corporate action on the part of Borrower, its directors, officers and stockholders necessary for the authorization, execution, delivery and performance of this Agreement by Borrower and the performance of Borrower's obligations hereunder has been taken. This Agreement constitutes the legal, valid, and binding obligation of Borrower enforceable in accordance with its terms.
- (c) No Conflict. Neither the execution and delivery of this Agreement, nor the performance by Borrower of its obligations hereunder, including, without limitation, the issuance of the Note Securities, conflicts or will conflict with or results or will result in a breach of or default under (or with due notice or lapse of time or both would result in a breach or default under) Borrower's certificate of incorporation or by-laws, or any statute, law, rule, regulation, judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority, agreement or instrument which is applicable to

Borrower or by which Borrower or any of its assets is bound, or result in the creation or imposition of any lien, security interest or other encumbrance upon any of the assets of Borrower, or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to Borrower, its business or operations or any of its assets or properties. Without limiting the foregoing, Borrower has obtained all waivers necessary with respect to any preemptive rights, rights of first refusal or similar rights, including any notice or offering periods provided for as part of any such rights, in order for Borrower to perform its obligations hereunder without any third party obtaining any rights to cause Borrower to offer or issue any securities of Borrower as a result of the consummation of the transactions contemplated hereby.

- (d) Consents. All consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority or other person or entity, required on the part of Borrower in connection with the valid execution and delivery of this Agreement have been made or obtained, and all consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority, required on the part of Borrower in connection with the offer, sale or issuance of the Note Securities will be timely made or obtained prior to the issuance of any such securities.
- (e) Collateral. Borrower has rights in or the power to transfer the Collateral, and its title in the Collateral is free and clear of liens, adverse claims, and restrictions on transfer or pledge.
- (f) Intellectual Property. Borrower is the sole owner of the Intellectual Property, and with the specific exception of licenses granted by Borrower to its customers in its ordinary course of business, no third party has any right, title, or interest in or to such Intellectual Property. To the best of Borrower's knowledge, each of the Copyrights, Trademarks and Patents is valid and enforceable, and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Borrower that any part of the Intellectual Property infringes or violates the rights of any third party.
- 11. <u>Representations and Warranties of Lender.</u> Lender hereby represents and warrants to Borrower as follows:
- (a) Disclosure of Information. Lender believes it has received all the information it considers necessary or appropriate for deciding whether to enter into this Agreement. Lender further represents that it has had an opportunity to ask questions and receive answers from Borrower regarding the terms and conditions of this Note and the business and prospects of Borrower.
- (b) Accredited Investor. Lender is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act").
- (c) Restricted Securities. Lender understands that the Promissory Note and the Note Securities will be characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from Borrower in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only if an exemption from registration is available.

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13. New Note. Upon receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction or mutilation of the Promissory Note, Borrower will issue a new promissory note, of like tenor and amount and dated the original date of this Promissory Note, in lieu of such lost, stolen, destroyed or mutilated Promissory Note, and in such event Lender thereof agrees to indemnify and hold harmless Borrower in respect of any such lost, stolen, destroyed or mutilated Promissory Note.

- 14. <u>Expenses of Collection</u>. Borrower agrees to pay all of Lender's reasonable costs in collecting and enforcing this Agreement, including all attorney's fees and disbursements.
- 15. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day; or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to Borrower at Beeonics, Inc., c/o Gunderson Dettmer, One Marina Park Drive, Suite 900, Boston, MA 02210, and to Lender at 101 Pinckney Street, Boston, MA 02114, or at such other address as Borrower or Lender may designate by five (5) days advance written notice to the other party hereto. In addition to any notice otherwise required or permitted hereunder, Borrower shall give Lender written notice not less than five (5) days prior to the consummation of any Sale Transaction.
- 16. <u>Waiver by Borrower</u>. Borrower hereby expressly waives presentment, demand, and protest, notice of demand, dishonor and nonpayment of this Agreement, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by Lender hereof with respect to the time of payment or any other provision hereof.
- 17. <u>Amendment and Waiver</u>. Any term, covenant, agreement or condition of this Agreement may be amended or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of Lender and Borrower.
- 18. Delays or Omissions. The rights and remedies of Lender under this Agreement shall be cumulative. It is agreed that no delay or omission to exercise any right, power or remedy accruing to Lender upon any breach or default of Borrower under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default thereafter occurring.
- 19. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Agreement and the remaining provisions of this Agreement shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.
- 20. <u>Assignment</u>. Borrower may not assign this Agreement, in whole or in part, without the written consent of Lender. This Agreement shall inure to the benefit of Lender and Lender's successors and assigns.
- 21. <u>Descriptive Headings</u>. Section headings appearing in this Agreement have been inserted for convenience of reference only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Agreement.
- 22. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in Boston, Massachusetts, over any suit, action, or proceeding arising out of or relating to this

Agreement. The parties irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action, or proceeding brought in such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the parties and may be enforced in any other courts to whose jurisdiction other parties are or may be subject, by suit upon such judgment.

23. Jury Trial Waiver; No Set-Off. BORROWER AND LENDER HEREBY KNOWINGLY AND VOLUNTARILY IRREVOCABLY WAIVE TRIAL BY JURY AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING OF ANY KIND, ARISING UNDER OR OUT OF, OR OTHERWISE RELATED TO, THIS AGREEMENT. BORROWER AND LENDER FURTHER ACKNOWLEDGE THAT EACH PARTY HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH COUNSEL AND THAT EACH PARTY HAS MADE THE DETERMINATION TO EXECUTE THIS AGREEMENT AFTER CONSIDERATION OF ALL OF THE TERMS OF THIS AGREEMENT AND OF ALL OTHER FACTORS WHICH IT CONSIDERS RELEVANT. ALL PAYMENTS HEREUNDER SHALL BE MADE WITHOUT ANY DEDUCTIONS WHATSOEVER, INCLUDING DEDUCTION FOR SET-OFF, COUNTERCLAIM OR RECOUPMENT.

IN WITNESS WHEREOF, Borrower and Lender have has signed this Agreement as an instrument under seal, effective as of the Effective Date.

BEEON	IICS, INC.	· ^
By:	Peralin	<u>Best</u>
Name:	Parameshwar Hegde	
Title: F	ounder and Director, Secre	tary, and Treasurer
ROB S	ONI	

Agreement. The parties irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action, or proceeding brought in such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the parties and may be enforced in any other courts to whose jurisdiction other parties are or may be subject, by suit upon such judgment.

23. <u>Jury Trial Waiver; No Set-Off.</u> BORROWER AND LENDER HEREBY KNOWINGLY AND VOLUNTARILY IRREVOCABLY WAIVE TRIAL BY JURY AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING OF ANY KIND, ARISING UNDER OR OUT OF, OR OTHERWISE RELATED TO, THIS AGREEMENT. BORROWER AND LENDER FURTHER ACKNOWLEDGE THAT EACH PARTY HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH COUNSEL AND THAT EACH PARTY HAS MADE THE DETERMINATION TO EXECUTE THIS AGREEMENT AFTER CONSIDERATION OF ALL OF THE TERMS OF THIS AGREEMENT AND OF ALL OTHER FACTORS WHICH IT CONSIDERS RELEVANT. ALL PAYMENTS HEREUNDER SHALL BE MADE WITHOUT ANY DEDUCTIONS WHATSOEVER, INCLUDING DEDUCTION FOR SET-OFF, COUNTERCLAIM OR RECOUPMENT.

IN WITNESS WHEREOF, Borrower and Lender have has signed this Agreement as an instrument under seal, effective as of the Effective Date.

BEEONICS, INC.
By:
Name: Parameshwar Hegde
Title: Founder and Director, Secretary, and Treasure
ROB SONI
Mos

# Exhibit A

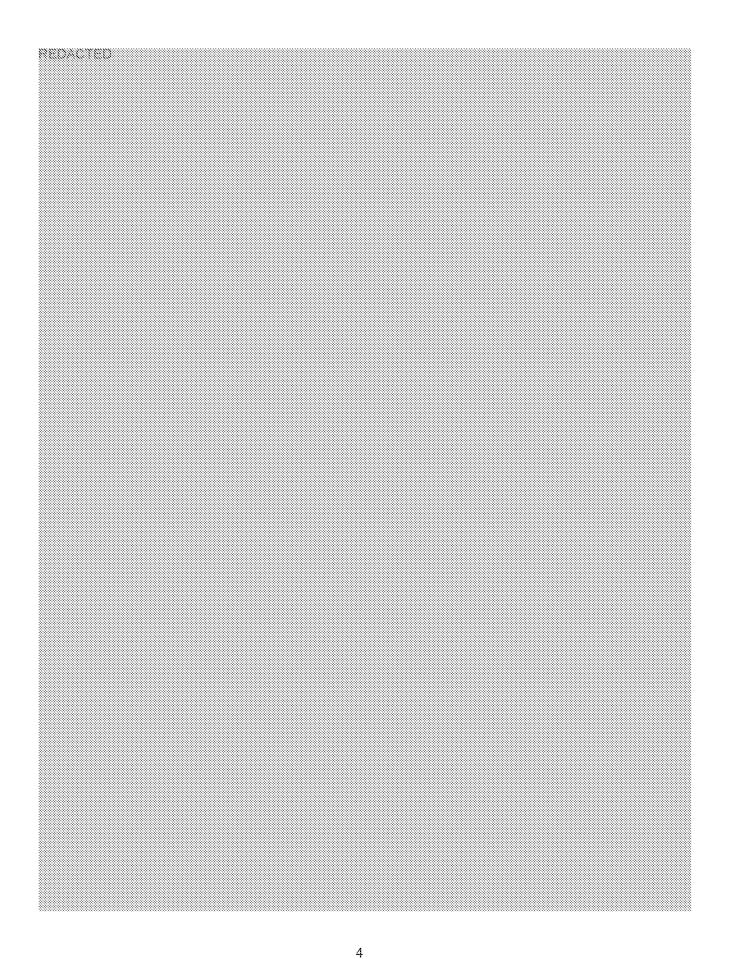
Exhibit B

Specifically Identified Intellectual Property of Borrower

Patent Applications and Applications in Development				
Title	Description	Status	Application No.	Filing Date
Apparatus for Single Workflow for Multi-Platform Mobile Application Creation and Delivery	See application	Non- Provisional Application filed	13/833,589	March 15, 2013
Method for Single Workflow for Multi-Platform Mobile Application Creation and Delivery	See application	Non- Provisional Application filed	13/833,669	March 15, 2013
Dynamic User Interface Delivery System	See application	Non- Provisional Application filed	13/833,775	March 15, 2013
User Interface Content Translation System	See application	Non- Provisional Application filed	13/833,849	March 15, 2013
Hierarchical Application Client System	See application	Non- Provisional Application filed	13/834,765	March 15, 2013
A System for Mobile Application Search	See application	Non- Provisional Application filed	13/965,115	August 12, 2013
Electronic Incentive Redemption and Clearing System	See application	Non- Provisional Application filed	13/965,129	August 12, 2013

Patent Applications and Applications in Development				
Title	Description	Status	Application No.	Filing Date
Accurate Positioning System Using Attributes	See application	Non- Provisional Application filed	13/965,136	August 12, 2013
Application Managing Application	See application	Non- Provisional Application filed	14/256,359	April 18, 2014

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