

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3101729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
X2 BIOSYSTEMS, INC.	11/03/2014
RECEIVING PARTY DATA	
Name:	INGALLS & SNYDER, LLC
Street Address:	1325 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Name:	NEW GROUND VENTURES, LP
Street Address:	WESTPORT INNOVATION HUB
Internal Address:	20 KETCHUM ST.
City:	WESTPORT
State/Country:	CONNECTICUT
Postal Code:	06880
Name:	WILLIE KENNETH & BETTY COKER, JTWROS
Street Address:	72 COUNTY ROAD
City:	OXFORD
State/Country:	MISSISSIPPI
Postal Code:	38655
Name:	LESLIE LEVENSON
Street Address:	345 HOMESTEAD AVE.
City:	METAIRIE
State/Country:	LOUISIANA
Postal Code:	70005
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	13009663
Application Number:	13009686
Application Number:	13009704
Application Number:	13354003
Application Number:	13919890
PATENT	

Property Type	Number
Application Number:	14040111
Application Number:	14040157

CORRESPONDENCE DATA

Fax Number: (206)381-3301

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: 2063813300

Email: jblack@lowegrahamjones.com

Correspondent Name: LOWE GRAHAM JONES PLLC

Address Line 1: 701 5TH AVENUE

Address Line 2: SUITE 4800

Address Line 4: SEATTLE, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	X2MP-5-1000
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NAME OF SUBMITTER:	LAWRENCE D. GRAHAM
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SIGNATURE:	/Lawrence D. Graham/
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DATE SIGNED:	11/10/2014
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Total Attachments: 17

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X2 BIOSYSTEMS, INC.
AMENDED AND RESTATED
COMMERCIAL SECURITY AGREEMENT

THIS AMENDED AND RESTATED COMMERCIAL SECURITY AGREEMENT (this "Agreement") made by X2 BIOSYSTEMS, INC., a Washington corporation ("Debtor"), in favor of and for the benefit of the holders of the Prior Notes and the New Notes (as defined below) (collectively, the "Notes") of the Debtor (each as Secured Party in such capacity, and collectively and together with any successors in such capacity, the "Secured Parties" or the "Investors"), who are listed on Exhibit A attached hereto as the same may be amended from time to time.

WHEREAS, The Debtor issued certain six percent (6%) senior secured convertible promissory notes (the "Prior Notes") to investors, copies of which are attached hereto as Exhibit B;

WHEREAS, The Debtor secured the Prior Notes with a security interest in certain of Debtor's assets as set forth below;

WHEREAS, The Debtor intends to issue certain Senior Secured Convertible Promissory Notes (the "New Notes"), the form of which is attached hereto as Exhibit C;

WHEREAS, The Debtor has determined that the New Notes should be secured pari passu with the Prior Notes;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Security Interest. Debtor hereby grants to the Investors, a security interest in all of Debtor's right, title, and interest in and to the property described on Exhibit D attached hereto and incorporated herein by this reference (the "Collateral").

2. Indebtedness Secured. The security interest granted above shall secure the obligations of Debtor to Investors under the Prior Notes and the New Notes on a pari passu basis, together with all attorneys' fees of Agent (as hereinafter defined), if any, in enforcing this Agreement, and all funds advanced by such Agent to pay insurance premiums, interest, taxes, repairs, care, storage or similar costs and expenses, together with any and all extensions, renewals or modifications of such indebtedness (collectively, the "Indebtedness").

3. Expenses. Debtor agrees that any Agent's expenses shall be paid by Debtor. Any Agent shall use its best efforts to recover from Debtor all out-of-pocket costs and expenses incurred by such Agent but not paid or advanced by Debtor in connection with the administration and enforcement of the Indebtedness.

4. Performance. Debtor agrees to perform all of its obligations under this Agreement and under all other agreements or instruments executed and delivered to the Investors and/or any Agent.

5. Ownership. Debtor warrants that, except for the lien created by or embodied in this Agreement, all Collateral is owned by Debtor free and clear of any other lien, security interest or encumbrance except such liens, security interests or encumbrances previously disclosed to, and accepted by, Investors in writing (the "Permitted Encumbrances"). Except for the security interest granted herein and the Permitted Encumbrances, Debtor will not grant any other security interest in any of the Collateral to any other party.

6. Further Assurances. Without limiting the generality of the foregoing, within five business days of the execution of this Agreement, the Debtor shall terminate the existing UCC-1 and shall file a new UCC-1, which may be amended from time to time to reflect the identities of Investors. Further, within five business days of the execution of this Agreement, to perfect the Secured Parties' security interest in Debtor's patents and patent applications (and any other intellectual property), Debtor shall record this Agreement with the United States Patent and Trademark Office ("USPTO"). In the event that the Debtor forms any subsidiaries or affiliated companies (or other entity), within five business days of the date of such occurrence, the Debtor shall execute a pledge agreement in a form reasonably satisfactory to the Investors pursuant to which the Debtor shall pledge the shares of stock (interest) of such subsidiary (or affiliated company or entity) to the Investors. Debtor agrees to execute and deliver to Agent, if one has been appointed, such financing statements, continuation statements, amendments, termination statements, applications for registration and like documents as such Agent may request and hereby authorizes Agent to file financing statements, continuation statements, amendments, termination statements, applications for registration and like documents. Debtor agrees to take any and all other actions required to perfect or maintain perfection of Investors' security interest in the Collateral.

7. Change in Name or Location of Collateral. Debtor agrees that if its business name or state of organization is ever changed, or if Debtor otherwise substantially changes its identity or business organization, Debtor will immediately give written notice to Investors of such change. Debtor also agrees to give the Investors (or the Agent, if one has been appointed) written notice immediately if the location of the Collateral securing Debtor's Indebtedness to the Investors changes or if Debtor's books and records change from the locations established at the execution of this Agreement. Debtor further agrees that it will not remove any Collateral or its books and records from the State of Washington for any reason, except as is necessary in the ordinary course of business without the prior express written consent of the Investors (or the Agent, if one has been appointed).

8. Insurance. Debtor agrees to insure the Collateral against all hazards. If Debtor fails to obtain such insurance, Agent, if one has been appointed, shall have the right, but not the obligation, to obtain either insurance covering both Debtor's and the Investors' interest in the Collateral. Debtor agrees to pay any premium charged for such insurance. Such premium, if not paid, may be added to the balance outstanding under the amounts which are secured by Collateral pursuant to this Agreement, with interest thereon at the Default Rate set forth in the Note, or the highest rate permitted by law if less, or the Agent (if one has been appointed) may demand

immediate payment. Any unpaid insurance premium advanced by the Agent, if one has been appointed, shall be secured under the terms of this Agreement. The Investors and/or the Agent, if one has been appointed, will have no liability whatsoever for any loss which may occur by reason of the omission or lack of coverage of any such insurance. Debtor hereby assigns to the Investors (and the Agent, if one is appointed) the right to receive proceeds of such insurance to the full amount of all Indebtedness secured hereunder and hereby directs any insurer to pay all proceeds directly to the Investors (or the Agent, if one has been appointed), and authorizes Agent to endorse any draft. The Agent, if one has been appointed, in its sole discretion, may apply any insurance proceeds either toward repair of the property or reduction of Debtor's Indebtedness to Investors.

9. Inspection of Records. Debtor shall, at all reasonable times, allow Investors, acting through any of their officers, agents, attorneys or accountants, to examine, inspect and make copies of all of Debtor's books and records.

10. Appointment of Agent. As it is not practical for Debtor to respond to demands, claims or similar matters, from multiple parties, Investors, by a vote of a majority in dollar amount, must appoint an Agent to enforce any rights of Investors under this Agreement, including but not limited to claims of an Event of Default by Debtor hereunder. The Investors may at any time, or from time to time, appoint an agent (the "Agent") (or replacement Agent as the case may be) to act for the Investors at any time by a vote of a majority of the noteholders as measured by dollar amount. Only an Agent so appointed by the Investors may enforce any of the Investors' rights hereunder. Upon the occurrence of an Event of Default (hereinafter defined) the Investors, if they have not already done so, shall appoint an Agent or a replacement Agent to act as the Investors by a vote of a majority of the noteholders as measured by dollar amount.

11. Collection of Accounts. Unless otherwise agreed, Debtor shall have the right to collect the proceeds of accounts directly from its account debtors. In this event, Debtor shall hold the proceeds received from collection in trust for the Investors (or the Agent, if one has been appointed) without commingling such proceeds with other funds of Debtor and shall turn the proceeds over to the Agent, if one has been appointed, immediately upon receipt in the identical form received. Upon notification from the Agent, if one has been appointed, after an Event of Default as defined in the Notes, Debtor shall notify its account debtors of the security interest of the Investors in such accounts, or the Agent may, in its sole discretion, notify the account debtors of such security interest in such accounts. Thereafter, the Agent, if one has been appointed, shall have the right to collect, compromise, retain, release or discharge and to otherwise deal with such account debtors on Debtor's behalf. Debtor hereby designates and appoints the Agent, when appointed, its successors and assigns, its true and lawful agent and attorney, with power irrevocable, for it and in its name, place and stead, to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due by any other party in connection with any such accounts and, at its sole option, to file any claim or take any action or proceeding either in its own name, or in the name of Debtor or otherwise, which the Agent deems necessary or desirable in order to collect or enforce payment of any and all accounts.

12. Release of Collateral. Debtor acknowledges that, if an Agent is appointed, such Agent will be taking a security interest in the Collateral for Secured Parties' sole benefit and that such Agent shall have the absolute right, in its sole discretion, to release any items of Collateral at any time without affecting or diminishing the liability of Debtor to Secured Parties for any

remaining or future Indebtedness. Agent shall also have the right, in its sole discretion, to release, settle or compromise the liability of any guarantor of Debtor's Indebtedness to Secured Parties without affecting or diminishing the liability of Debtor to Secured Parties for all remaining or future Indebtedness.

13. Default. Time is of the essence of this Agreement and an Event of Default under the terms of the Notes shall be an Event of Default hereunder.

14. Remedies. Upon the occurrence of an Event of Default, and acceleration of the Notes in accordance with their terms, the Agent duly appointed by investors shall have, in addition to all of the rights and remedies at law or in equity, the remedies of a secured party under the Uniform Commercial Code of Washington and any other applicable jurisdiction. Regardless of where any Collateral or the books and records are located, the Agent may require Debtor to assemble all Collateral and the books and records in one or more locations and make such Collateral and the books and records available to the Agent. The Agent, in its sole discretion, may, with or without notice, upon filing suit to enforce or preserve its rights under this Agreement or at any time while such a suit is pending, apply for and secure the appointment of a receiver to take possession of Debtor's business or the Collateral and the income, rents and proceeds therefrom. Debtor hereby expressly waives any requirement that the Agent or the receiver post a bond upon the appointment of such receiver. All the rights, privileges, power and remedies of the Agent shall be cumulative.

15. Waivers. Debtor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of credit extended, or other action taken in reliance hereon and all of the demands and notices of any description. This Agreement shall not be qualified or supplemented by course of dealing. Any right or action by Investors, including amendment hereof, appointment of an Agent, and waiver of rights or release of Collateral hereunder, may be enforced, waived, or taken, as the case may be, by a majority measured by dollar amount of Investors. No waiver or modification by Investors or Agent, if one has been appointed, of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by the Investors or the Agent, if applicable. No waiver or indulgence by the Investors or the Agent, if one has been appointed, as to any required performance or other obligation of Debtor shall be construed as a waiver of any right on any future occasion. The Agent shall have no obligation to marshal Collateral or to proceed in reverse order of alienation. Debtor waives any failure of any Agent to take, perfect or keep perfected any security interest.

16. Notices. Any demand, notice or other communication required to be given to either party shall be effective if served personally or deposited in the mails addressed to such party at its last known address. When notice is required, including notice of sale under the Uniform Commercial Code, reasonable notice shall be deemed to be five (5) days.

17. Attorneys' Fees, Costs. Debtor agrees to pay to the Agent any and all costs and expenses, including attorneys' fees, incurred by the Agent in protecting or enforcing its rights under the terms of this Agreement, including challenges or claims by Debtor or any third parties, whether or not a lawsuit is commenced. Attorneys' fees shall include services rendered before trial, at trial, in arbitration and at appellate levels or in any proceeding, as well as services rendered subsequent to judgment and obtaining execution thereon and any proceedings under any present or future federal bankruptcy act or state receivership, and any post-judgment collection proceedings. The fees,

costs and expenses shall bear interest at the Default Rate specified in the Notes. Payment of costs and expenses, including attorneys' fees, shall be secured by the security interest herein granted.

18. Construction. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Washington.

19. Effective Date, Acceptance. This Agreement shall be effective upon its execution by Debtor.

Dated and effective this 25th day of April, 2014.

DEBTOR

X2 BIOSYSTEMS, INC.,
a Washington corporation

By

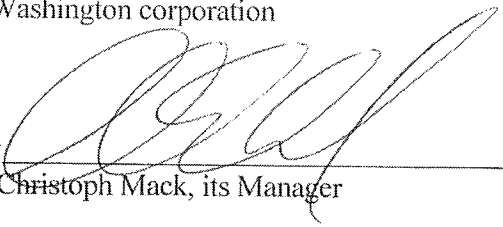

Christoph Mack, its Manager

EXHIBIT A

INVESTORS

Bobby L. Windham, Jr.
James/Norma Cox Family Trust
A&J Family Investments, Ltd.
Murray Avent
James Davis
Bernece Davis
James & Bernece Davis, JTWROS
CQ Holdings 1, Ltd.
WDD Holdings 1, Ltd.
Rennee & Craig Nix, JTWROS
Gail Baughman
Jared Baughman
Gail E. Baughman Irrevocable Trust
Darrel Fehrenbacher
Estelle & Arthur Taylor, JTWROS
Gina & Walter Foster, JTWROS
Lisa & James Stout, JTWROS
Kodiak Financial Group LLC
James Slocum
Thomas Arrix
Christopher R. Siege
Thomas DiTosto
Adam Janovic
Erik Cohen
Mark Seamans
Patricia Seamans
New Group Ventures LP

EXHIBIT B
THE PRIOR NOTES

[REDACTED]

EXHIBIT C
THE FORM OF THE NEW NOTE

[REDACTED]

EXHIBIT D

DESCRIPTION OF COLLATERAL

This Security Agreement covers Debtor's right, title, and interest in the following types or items of property, whether now existing or hereafter acquired (collectively, "Collateral"):

1. All accounts, accounts receivable, deposit accounts, chattel paper, documents, negotiable documents, promissory notes, equipment, farm products, general intangibles, goods, instruments, inventory, investment property, and fixtures of the Debtor.

2. All intellectual property owned, used, or licensed (as licensor or licensee) by the Debtor (collectively, the "Intellectual Property") and other intangible rights and property of the Debtor, including, without limitation:

- a. All going concern value and goodwill;
- b. All telephone and telecopy numbers and electronic mail addresses used or held for use by the Debtor;
- c. All inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents (including but not limited to US: 8,466,794, US: 8,554,495; and U.S.: 8,537,017), patent applications (including but not limited to 13/919,890, 13/354,003, 14/040,111 and 14/040,157), and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
- d. All registered and unregistered trademarks, service marks, trade dress, logos, trade names, corporate names, and assumed fictional business names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
- e. All copyrightable works, all registered and unregistered copyrights in both published and unpublished works, and all applications, registrations, and renewals in connection therewith;
- f. All trade secrets and confidential business information, including ideas, research and development, know-how, schematics, technology, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals;
- g. All rights of the Debtor regarding computer software programs or applications (in both source and object code form) which are developed, owned, or licensed by the Debtor;

- h. All rights in Internet web sites, Internet domain names, and world wide web addresses owned, used, or licensed by the Debtor;
- i. All X2 Biosystems works and all applications, registrations, and renewals in connection therewith; and
- j. All other proprietary rights, and all copies and tangible embodiments thereof (in whatever form or medium).

3. To the extent transferable, all of the Debtor's right, title, and interest in, to, and under, all contracts under or by which (i) the Debtor has or may acquire rights, or (ii) the Debtor or any of the Collateral is or may become bound (collectively, the "Contracts"), and all outstanding offers or solicitations made by or to the Debtor to enter into any Contract, including, without limitation:

- a. Manufacturing contracts;
- b. Sales contracts;
- c. Customer contracts and customer confidentiality and/or non-disclosure agreements;
- d. Financing agreements;
- e. Supplier and licensing agreements;
- f. Agreements regarding or concerning trade secrets; and
- g. Employment agreements, consulting agreements, and employee confidentiality, non-competition, and proprietary rights agreements.

4. All machinery, equipment, and tools, including without limitation furniture, office equipment, computer hardware, supplies, materials, vehicles, and other items of tangible personal property (other than Inventories (as hereinafter defined)) of every kind owned by Debtor, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof, and all maintenance records and other documents relating thereto;

5. All (i) trade accounts receivable and other rights to payment from customers of the Debtor and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped, products sold, or services rendered to customers of the Debtor; (ii) other accounts or notes receivable of the Debtor and the full benefit of all security for such accounts or notes; and (iii) claims, remedies, or other rights related to any of the foregoing;

6. All cash and cash equivalents, marketable securities, and short-term investments of the Debtor (including for this purpose all collected funds received in bank accounts owned by the Debtor through the date of this Agreement);

7. All inventories of the Debtor, wherever located, including all finished goods, work in process, raw materials, spare parts, and all other materials and supplies to be used or consumed by the Debtor in the production of finished goods;

8. All information relating to the operations of the Debtor that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form, including all client and customer lists, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence, and similar documents, and personnel and employee benefits records (collectively, "Records"), to the extent the Debtor is legally permitted to transfer and provide copies of such Records;

9. All rights and interests of the Debtor under each insurance policy under which the Debtor or any of the Collateral is or has been insured;

10. All claims of the Debtor against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent;

11. All consents, licenses, permits, or registrations issued, granted, given, or otherwise made available by or under the authority of any governmental body (held by the Debtor and all pending applications therefor or renewals thereof, in each case to the extent transferable;

12. All claims, rights, and defenses of the Debtor against third parties relating to any of the Collateral, whether choate or inchoate, known or unknown, contingent or non-contingent, including all attorney work-product protections, attorney-client privileges, and other legal protections and privileges to which the Debtor may be entitled in connection with any of the Collateral;

13. All rights of the Debtor relating to deposits and prepaid expenses, claims for refunds, and rights of offset;

14. All assets in each of the Debtor's bank and brokerage accounts;

15. All present and future choses in action; and

16. All claims for refund of all federal, state, local, foreign, and other taxes, charges, fees, duties (including customs duties), levies, or other assessments, including income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, severance, license, payroll, environmental, capital stock, disability, employee's income withholding, other withholding, unemployment and social security taxes, that are imposed by any governmental body, and including any interest, penalties, or additions to tax attributable thereto and other governmental charges of whatever nature arising out of the Debtor's operation of its business or ownership of the Collateral.

X2 BIOSYSTEMS, INC.
THIRD AMENDMENT TO EXHIBIT A OF THE AMENDED AND RESTATED
COMMERCIAL SECURITY AGREEMENT

Attached hereto as Exhibit A is the amendment as of November 3, 2014, to Exhibit A of that certain Amended and Restated Commercial Security Agreement (the "Security Agreement") made by X2 Biosystems, Inc., a Washington corporation ("Debtor"), in favor of and for the benefit of the Investors (as that term is defined in the Security Agreement) who are listed on Exhibit A. This amendment, adding the names of certain investors as secured parties, is made pursuant to the terms of the Security Agreement which contemplates doing so once their investments in the New Notes (as defined in the Security Agreement) are accepted by the Debtor.

Dated and effective this 3 day of November, 2014.

DEBTOR

X2 BIOSYSTEMS, INC.,
a Washington corporation

By


Christopher Siege, Director and Authorized Signatory

EXHIBIT A

AMENDMENT TO EXHIBIT A OF THE AMENDED AND RESTATED COMMERCIAL SECURITY AGREEMENT AS OF OCTOBER 9, 2014

INVESTORS

Bobby L. Windham, Jr.
James/Norma Cox Family Trust
A&J Family Investments, Ltd.
Murray Avent
James Davis
Bernece Davis
James & Bernece Davis, JTWROS
CQ Holdings 1, Ltd.
WDD Holdings 1, Ltd.
Rennee & Craig Nix, JTWROS
Gail Baughman
Jared Baughman
Gail E. Baughman Irrevocable Trust
Darrel Fehrenbacher
Estelle & Arthur Taylor, JTWROS
Gina & Walter Foster, JTWROS
Lisa & James Stout, JTWROS
Kodiak Financial Group LLC
James Slocum
Thomas Arrix
Christopher R. Siege
Thomas DiTosto
Adam Janovic
Erik Cohen
Mark Seamans
Patricia Seamans
New Group Ventures LP
Clark Gunderson, ROTH IRA, Apex Custodian

Clark Gunderson, Trad. IRA, Apex Custodian
Lisa Stout, Simple IRA, Apex Custodian
Lyle Greg Bounds, Trad. IRA, Apex Custodian
Wood, Michael Tate
Calhoun, David & Smith, Benton JTWROS
Glass, Billy (Gentry Mills 401K)
Earl Cox, Trad. IRA, Apex Custodian
Davis, Jesse & Grace JTWROS
Stout, Ruby & James JTWROS
Hooker, Susan
X2 Oxford Group, LLC
Bostick, Robert
Espinoza, Luiz
Juneau Jr., Mark
Roberson, Rowland & Patrick
Walker, James & James Jr.
Ingalls & Snyder, LLC
New Ground Ventures, LP
Coker, Willie Kenneth & Betty
Levenson, Leslie