

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3117845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
BLUE ARRAY, LLC	03/07/2014
RECEIVING PARTY DATA	
Name:	LIBERTY EVANS, LLC
Street Address:	2311 EAST FIRST STREET
City:	VANCOUVER
State/Country:	WASHINGTON
Postal Code:	98661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	13226352
Application Number:	13226364
Application Number:	13226375
Application Number:	13605382
Application Number:	13605374
Application Number:	13605365
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	PO BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4232.*
NAME OF SUBMITTER:	ERIKA L. WATKINS
SIGNATURE:	/ Erika L. Watkins /
DATE SIGNED:	11/21/2014
Total Attachments: 24	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4232.000001

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BLUE ARRAY, LLC

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

3. Nature of conveyance:

[] Assignment

[] Merger

[] Security Agreement [] Change of Name

[X] Other: Court Order

Execution Date: March 7, 2014

2. Name and address of receiving party(ies):

Name: Liberty Evans, LLC

Street Address: 2311 East First Street

City: Vancouver State: WA Zip: 98661

Country: United States of America

Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No.

13/226,352

13/226,364

13/226,375

13/605,382

13/605,374

13/605,365

Additional numbers attached? [] Yes [X] No

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

Name: Eric S. Hiponia

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Eric S. Hiponia/Reg. No. 62,002

/Eric S. Hiponia/

11-20-2014

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 24

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT

REEL: 034226 FRAME: 0853

Appendix A

TITLE	Filing Date	APPLICATION #
MODULAR WASTEWATER TREATMENT SYSTEM MANAGEMENT	6-Sep-11	13/226,352
WASTEWATER TREATMENT SYSTEM DESIGN	6-Sep-11	13/226,364
MULTI-FUNCTION WASTEWATER TREATMENT BASIN	6-Sep-11	13/226,375
HEADWORKS AND DEWATERING	6-Sep-12	13/605,382
MBR FRAME	6-Sep-12	13/605,374
WWTP SENSOR CARTRIDGE	6-Sep-12	13/605,365

COPY

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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF CLARK
9

10 LIBERTY EVANS LLC,
11 Plaintiff,
12 v.
13 BLUE ARRAY, LLC,
14 Defendant.

Case No. **14-2-00653-9**

**JUDGMENT UPON CONFESSION
- FINAL JUDGMENT OF
FORECLOSURE**

15
16 THIS MATTER having come on regularly before the Court, and the Court
17 having previously entered the Order Granting Entry of Confession of Judgment and
18 Final Judgment of Foreclosure of Collateral, pursuant to RCW 4.60.060, and having
19 determined that Judgment should be entered, now without further delay, the court
20 hereby enters final judgment in favor of Plaintiff Liberty Evans, LLC and against Blue
21 Array, LLC as follows:
22

23 **JUDGMENT**

24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff - -
25 consistent with the Confession of Judgment executed by Blue Array, LLC - - is awarded
26

JUDGMENT UPON CONFESSION
- JUDGMENT OF FORECLOSURE
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- 1

LAW OFFICES OF
LANDERHOLM, P.S.
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, WA 98666-1086
(360) 696-3312
(360) 696-2122 (facsimile)

1 final Judgment and the right to full recovery, possession and ownership of the collateral
2 as set out in ¶7 of the Secured Convertible Note and Security Agreement (the "Note"),
3 and that Blue Array, LLC's interest, and all unknown, and other persons or entities
4 claiming an interest in said collateral, is hereby foreclosed. True and accurate copies of
5 the Confession of Judgment and the Note are attached hereto as Exhibit Nos. "A" &
6 "B".

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all persons or
8 entities with possession and control of any of the collateral as set forth in the Note shall
9 deliver possession and control of said collateral to Plaintiff without further delay.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following
11 personal and intellectual property comprises a portion of the collateral to which Plaintiff
12 Liberty Evans, LLC is entitled to recovery, possess and assert ownership over:

13 a. the patents and patent applications pending before the United
14 States Patent and Trademark Office (USPTO) as set forth in the attached Notice of
15 Recordation of Assignment Document No. 10365722, which assigned all of the patents
16 and patent applications to Liberty Evans LLC. A true and accurate copy of the Notice
17 is attached hereto as Exhibit "C";

18 b. equipment and materials currently owned by Blue Array and
19 which may be located on-site and/or stored at multiple Blue Array projects, including
20 the wastewater project that Blue Array had with the City of Vader. A true and accurate
21 copy of the UCC Financing Statement securing Liberty Evans' interest in all of Blue
22 Array's personal property assets is attached hereto as Exhibit "D";

23 ///

24 ///

25 ///

26 ///

JUDGMENT UPON CONFESSION
- JUDGMENT OF FORECLOSURE
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LAW OFFICES OF
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805 Broadway Street, Suite 1000
P.O. Box 1086
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1 c. a check drawn on UMPQUA Bank (Blue Array account ending
2 7715) listing Blue Array, LLC as the payee and purporting to be the funds remaining in
3 the account when it was closed by the bank – the amount of the check is two thousand
4 eight hundred and twelve dollars and 46/100 (~~\$2,812.46~~). A true and accurate copy of
5 the check is attached hereto as Exhibit "E".

ORIGINAL FILED

MAR 07 2014

6 DONE IN OPEN COURT this day of March, 2014.

Scott G. Weber, Clerk, Clark Co.

7
8 /s/ Suzan L. Clark

9 SUPERIOR COURT JUDGE

10 PRESENTED BY:

11 LANDERHOLM, P.S.

COPY
ORIGINAL FILED

MAR 07 2014

12
13 
14 TIMOTHY J. CALDERBANK, WSBA #45682
Of Attorneys for Plaintiff Liberty Evans LLC

Scott G. Weber, Clerk, Clark Co.

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JUDGMENT UPON CONFESSION
- JUDGMENT OF FORECLOSURE
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LAW OFFICES OF
LANDERHOLM, P.S.
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, WA 98666-1086
(360) 696-3312
(360) 696-2122 (facsimile)

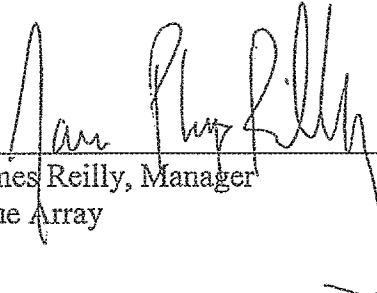
EXHIBIT A

CONFESSION OF JUDGMENT FOR LIBERTY EVANS NOTE

Blue Array, LLC ("Blue Array") hereby confesses judgment against itself and in favor of Liberty Evans LLC ("Liberty Evans") foreclosing Blue Array's interest in the Collateral, as defined in the Secured Convertible Note and Security Agreement ("Note") dated February 23, 2012, attached hereto as Exhibit A, and make the following statements under oath:

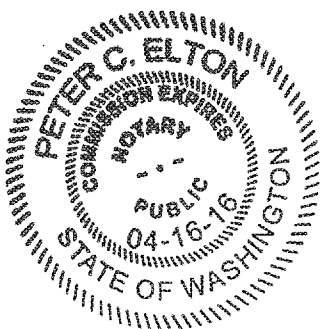
1. This Confession of Judgment arose out of the Note, which has a principal balance of \$1,500,000, minus payments made to principal, plus unpaid interest and additional fees, if any.
2. The total amount owed under the Note exceeds the value of the Collateral.
3. Upon Blue Array's failure to make a required payment under the Note, and upon providing notice to Blue Array pursuant to the terms of the Note, Blue Array has authorized Liberty Evans to file this Confession of Judgment in any court with competent jurisdiction in the State of Washington in full satisfaction of the Note.
4. Blue Array confesses judgment against itself and in favor of Liberty Evans, and authorizes the court to enter final judgment of foreclosure of its interest in the Collateral, in full satisfaction of the Note.
5. This Confession of Judgment does not include any award of monetary damages in favor of Liberty Evans.

STATE OF Washington)
County of King) : ss.


James Reilly, Manager
Blue Array

Personally appeared before me the above-named James Reilly and acknowledged the foregoing instrument as his / her voluntary act and deed.

SUBSCRIBED AND SWORN TO before me this 23rd day of August, 2013



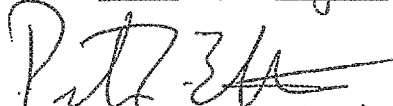

Notary Public for State of Washington
My Commission Expires: 4/16/16

EXHIBIT B

NEITHER THIS NOTE NOR THE UNITS ISSUABLE UPON ITS CONVERSION HAVE BEEN REGISTERED OR QUALIFIED FOR SALE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION, UNLESS THE LENDER HEREOF PROVIDES THE BORROWER WITH AN OPINION OF COUNSEL SATISFACTORY TO THE BORROWER THAT THE PROPOSED SALE OR TRANSFER IS EXEMPT FROM SUCH REGISTRATION REQUIREMENTS.

SECURED CONVERTIBLE NOTE AND SECURITY AGREEMENT

Up to U.S. \$1,500,000.00

February 23, 2012

FOR VALUE RECEIVED, Blue Array, LLC, a Washington limited liability company (the "Borrower"), hereby promises to pay to the order of Liberty Evans LLC ("Lender") an aggregate principal sum of up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) (or such lesser amounts if less is actually borrowed at Lender's sole discretion) ("principal" or "Debt") in lawful money of the United States of America and in immediately available funds, together with interest ("Interest") on the unpaid principal amount for the period commencing on the date of disbursement, at the annual rate of ten percent (10%) compounded semi-annually (the "Rate"). The payment of this Secured Convertible Note and Security Agreement (the "Note"), and all amounts due hereunder, is secured by a pledge of all of the assets of the Borrower as set forth in section 7 below. This Note is also intended to serve as a Security Agreement as contemplated in the Code (as defined in section 7 hereof) (the "Security Agreement") it being understood that Lender has become a party to the security interest created thereby and is entitled to all the benefits.

1. Advances of Principal. From time to time, upon the written request of Borrower, stating the purpose of the advance and any other information reasonably requested by Lender, Lender may, but is not obligated to, loan to Borrower aggregate principal amounts not to exceed at any one time \$1.5 million. The amount of all such loans, the date of borrowing and the date of repayment or partial repayment shall be indicated on Schedule A attached to this Note. After any amount is repaid, it may be reborrowed, up to the \$1.5 million principal cap, and subject to Lender's approval rights as stated above. Any notation by Lender on such Schedule shall constitute prima facie evidence of the items noted, provided, however, that the failure to make such a notation with respect to any borrowing hereunder shall not limit or otherwise affect the obligation of Borrower to repay the amount of outstanding principal and accrued interest pursuant to the terms hereof. Borrower shall be required to request to borrow sums first from Lender prior to borrow sums from any source and may only borrow the amounts requested from the other source if Lender has elected not to make the loan requested.

2. Payments of Principal and Interest. All payments of interest and the Debt shall be in lawful money of the United States of America. All payments shall be applied first to accrued interest and thereafter to the Debt except as set forth in section 3 below. Borrower may prepay this Note at any time without penalty provided that it first give Lender at least 10 days written notice and opportunity to convert as set forth in section 3 below. Notwithstanding the foregoing, in the event that the Borrower has prepaid the Debt and Interest set forth herein and then, within a period of 60 days thereafter Borrower has closed on or executed a letter of intent to engage in a transaction contemplated in section 3 below, then Borrower shall so notify Lender and give

PATENT

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Lender the opportunity to (a) convert as contemplated in section 3 below as if the prepayment did not occur and (b) return to the Company the repayment of the Debt plus interest at the annual rate of 10% from the date of repayment to the date of conversion. Unless this Note has been converted or extended in accordance with the terms of Section 3 below, or is in Default (as defined in section 7), the entire outstanding principal balance and all unpaid accrued interest shall become fully due and payable on December 31, 2013 (the "Maturity Date").

3. Repayment or Conversion.

(a) In the event that Borrower closes on a Qualifying Financing (as defined herein) on or prior to the Maturity Date, then Lender, in its sole discretion, may elect to cause all or any portion of the outstanding principal balance and unpaid accrued interest of this Note to Lender to either (i) be accelerated and due and payable or (ii) automatically converted in whole or any part into the identical series and class of securities (the "New Units") sold in the Qualifying Financing at a conversion price equal to 80% of the price per New Unit paid by the investors purchasing the New Units on the same other terms and conditions as given to the investors purchasing the New Units (in the event there are warrants or other securities also issued, such securities shall also be proportionately granted to Lender). As used herein, "Qualifying Financing" shall mean the next closing or closings of an equity financing (or financing with debt which is convertible to equity) undertaken by the Borrower principally for capital raising purposes in which the aggregate amount of gross proceeds (not including the conversion of the Debt) received by the Borrower equals at least \$10,000,000.

(b) In the event of a (i) sale of substantially all of the assets of the Borrower, (ii) a merger or consolidation in which the Borrower is not the surviving corporation (other than a merger or consolidation in which stockholder immediately before the merger or consolidation have, immediately after the merger or consolidation, greater stock voting power); or (iii) any transaction or series of related transactions in which in excess of fifty percent (50%) of the Borrower's voting power is transferred (any of which is a "Sale"), on or prior to the closing of the Qualifying Financing and on or prior to the Maturity Date, then the outstanding principal balance and unpaid accrued interest of this Note shall automatically convert in whole into the Class A Voting Units ("Common Stock") of the Borrower immediately prior to the Sale so that Lender is entitled to receive the greater of (x) the unpaid Debt and accrued Interest or (ii) the percentage that the Common Stock represents of the fully diluted Units of the Borrower multiplied by the Sale consideration received or receivable by the Borrower or Borrower's members.

(c) If the Qualifying Financing or a Sale has not occurred on or by the Maturity Date, Lender at its option may (i) extend the Maturity Date for an additional 90 days by delivering written notice to Borrower (and change "80%" in clause (a) above to "70%" in the event that there is a Qualifying Financing within the succeeding 90 days) or (ii) demand payment of principal and interest due and payable ten (10) days after the Maturity Date. Lender shall provide written notice of this election five (5) days prior to the Maturity Date to elect (i) or (ii).

(d) Lender may elect, at any time, prior to a Qualifying Financing to convert all or any portion (in increments of \$50,000) of the Debt plus accrued interest into any security

of the Borrower on terms and conditions mutually approved between the Lender and the Borrower (together with all requisite Borrower approval).

4. Issuance of Units on Conversion. As soon as practicable after conversion of this Note pursuant to Section 3 hereof, Borrower at its expense will cause to be issued in the name of and delivered to Lender or, if requested by Lender, to each person who is part of the Lender, a certificate or certificates for the number of New Units or Common Stock or other securities to which Lender shall be entitled on such conversion (bearing such legends as may be required by applicable state and federal securities laws in the opinion of legal counsel for the Borrower), together with any other securities and property, if any, to which Lender is entitled on such conversion under the terms of this Note.

5. Restrictions on Transfer. This Note may only be transferred in compliance with applicable state and federal laws. All rights and obligations of the Borrower and Lender shall be binding upon and benefit the successors, permitted assigns, heirs, and administrators of the parties.

6. Use of Proceeds. The proceeds from this Note shall be used by Borrower to fund the normal business and operations of the Borrower or for any other purpose approved by Lender.

7. Grant of Security Interest. To secure the prompt and full payment to Lender of all obligations under this Note, the Borrower hereby grants to Lender a first and continuing security interest in and to, and a lien on, all of the personal property assets and interests of the Borrower, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Collateral"), including, without limitation:

a. all cash and cash equivalents, marketable securities, accounts, accounts receivable, contract rights, general intangibles, chattel paper, notes, drafts, acceptances, and all other debts, obligations and liabilities in whatever form owing to Borrower from any person, firm, corporation or other legal entity whether now existing or hereafter arising or acquired;

b. all now owned or hereafter acquired and wherever located goods, merchandise and other personal property which are held for sale or lease or to be furnished under contracts of service or held as raw materials, work in process or finished goods and supplies or materials used or consumed in Borrower's business or used in connection with the manufacture, packing, shipping, advertising or furnishing of such goods;

c. all now existing or hereafter acquired machinery, equipment, furniture and fixtures, including spare parts, replacements, substitutions, additions or accessions thereto, wherever located;

d. all documents, policies and certificates of insurance and choses in action, whether now or hereafter existing;

e. all instruments, securities and cash owned by Borrower or in which Borrower has an interest, which now or hereafter are at any time in possession or control of Lender or in transit by mail or carrier to or from Lender or in the possession of any

third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Lender has conditionally released the same;

f. all books, records, ledger sheets and other records relating to the foregoing;

g. all customer lists, purchase orders, contract rights, trademarks, trade names, copyrights, patents, processes, urls, domain names, software source and object code, and all applications therefor, know-how, trade secrets, confidential information, proprietary information, goodwill, assumed names, and all other intellectual property; and

h. all proceeds, products, offspring, rents and profits of the foregoing, including, without limitation, proceeds of insurance.

Notwithstanding anything to the contrary appearing in this Note, the security interest hereinabove described is granted and assigned to the Lender by way of collateral security only. Accordingly, the Lender by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Borrower hereunder or with respect to the Collateral, whether provided for by the terms hereof, arising by operation of law, or otherwise. The Borrower hereby acknowledges that the Borrower remains liable thereunder to the same extent as though this Note had not been made.

The acceptance by the Lender at any time and from time to time of part payment on any obligations of the Borrower hereunder shall not be deemed to be a waiver of any default or Default then existing under this Agreement. No waiver by Lender of any default shall be deemed to be a waiver of any other then existing or subsequent default or Default, nor shall any such waiver by Lender be deemed to be a continuing waiver under this Agreement. No delay or omission by Lender in exercising any right, remedy or privilege hereunder shall impair any such right, remedy or privilege, or be construed as a waiver thereof or any acquiescence in the default or Event of Default giving rise thereto. Likewise, no single or partial exercise by Lender of any right, remedy or privilege hereunder limit or impair the exercise of any other right, remedy or privilege of Lender hereunder.

Lender may protect and enforce this Agreement by suits or proceedings in equity, at law or otherwise, whether for: (i) the foreclosure of the Collateral; (ii) the appointment of a receiver of the Collateral and the obligations of the Borrower under this Agreement or any other ancillary agreement, or (iii) the enforcement of any other proper, legal or equitable remedy available under applicable law.

Any and all net proceeds received by Lender by reason of the exercise of its rights hereunder, after first deducting all legal or other costs and expenses in affecting such realization, shall be applied to pay any or all of the indebtedness hereby secured as the Lender shall deem proper, with any excess to be returned to the Borrower.

Lender shall have the right, but not the obligation, to perform any and all acts which the Lender may deem reasonably necessary to assure the protection of the amounts due under this

Note, including, but not limited to, during the continuance of a Default, the commencement of, appearance in, or defense of, any action or proceeding purporting to affect the rights, obligations or duties of the Borrower or the Lender. Any expense paid or incurred (including reasonable attorneys' fees) or any advance made by the Lender in connection therewith shall be paid by the Borrower to the Lender upon demand.

At request of Lender, Borrower will join with Lender in executing one or more financing statements pursuant to the Uniform Commercial Code of Washington or as may be required by the U.S. Patent and Trademark Office or the filing centers of any foreign registration (the Code") in form satisfactory to Lender. Borrower hereby authorizes Lender to file a financing statement signed only by Lender in all places where necessary to perfect Lender's security interest in the Collateral in all jurisdictions where such authorization is permitted by the Code. Without limiting the foregoing Borrower agrees that whenever the Code requires Borrower to sign a financing or comparable statement for filing purposes, Borrower hereby appoints Lender or any of Lender's representatives as Borrower's attorney and agent, with full power of substitution, to sign or endorse Borrower's name on any such financing statement or other document and authorizes Lender to file such a financing statement in all places where necessary to perfect Lender's security interest in the Collateral; and Borrower ratifies all acts of Lender and said representatives and agrees to hold Lender and said representatives harmless from all acts of commission or omission or any error of judgment or mistake of fact or law pertaining thereto. A carbon, photographic or other reproduction of this Note or of a financing statement is sufficient as a financing statement. Upon full payment of the Loan, this Note and the lien or charge created hereby or resulting herefrom shall cease to exist and Lender shall file all termination statements requested by Borrower necessary to accomplish this purpose.

8. Default. At the election of Lender or legal holder hereof and without notice, any indebtedness remaining unpaid hereon shall become at once due and payable at the place of payment aforesaid in case of default ("Default") as follows: (i) in the payment, when due and payable, of any amounts due hereunder, or any portion thereof, in accordance with the terms hereof after five (5) days grace period; (ii) if any petition is filed by or against Borrower under the Federal Bankruptcy Code or similar state law or if Borrower becomes insolvent, howsoever evidenced which is not stayed or dismissed in 45 days; (iii) an assignment for the benefit of creditors of Borrower of any substantial part of its properties; (iv) the admission in writing by Borrower of its inability to pay its debts as they become due; (v) the failure by Borrower, within thirty (30) days from the entry thereof, to pay any final judgment or to bond or otherwise discharge any attachment or (vi) any breach or inaccuracy of any representation and warranty of Borrower set forth in section 11. In the event of a Default, Lender or legal holder hereof shall be entitled to: (a) interest on all overdue payments at the Rate plus five hundred (500) basis points; and (b) reasonable costs of collection, including court costs and reasonable attorneys' fees.

9. No Assignment. Lender may not transfer or assign all or any part of this Note without written consent of the Borrower except that Lender may transfer this Note or part thereof to those persons comprising Lender.

10. Waivers. Borrower hereby waives demand, notice, presentment, protest and notice of dishonor.

11. Due Authorization. Borrower has the full power and authority to execute and deliver this Note and to consummate and perform the transactions contemplated on its part hereby and thereby. The execution, delivery (or filing or adoption, as the case may be), and performance by the Borrower of this Note have been, duly authorized by its members and board and does not conflict with any other agreement or restriction binding on the Borrower. This Note is a valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms, except as limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and by equitable principles in any action (legal or equitable) and by public policy.

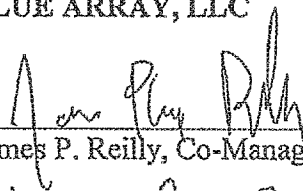
12. Attorney's Fees. In the event of default by the Borrower in the payment of principal or interest due on this Note, Lender shall be entitled to receive and Borrower agrees to pay all reasonable costs of collection incurred by Lender, including, without limitation, reasonable attorney's fees for consultation and suit.

13. Governing Law. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. Any action brought to enforce or interpret this Note shall be brought in the courts located in Vancouver, Washington. BORROWER HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF A DEFAULT HEREUNDER OR IN ANY OTHER ACTION ARISING OUT OF OR CONNECTED WITH THIS NOTE. BORROWER HEREBY AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS, FEDERAL OR STATE, LOCATED IN VANCOUVER, WASHINGTON IN CONNECTION WITH ANY MATTER ARISING OUT OF OR CONNECTED WITH THIS NOTE, SUCH COURTS TO BE SELECTED BY LENDER IN ITS SOLE AND ABSOLUTE DISCRETION.

14. Amendment. Any term of this Note may be amended or waived with the written consent of Borrower and Lender.

IN WITNESS WHEREOF, the Borrower has duly executed this Secured Convertible Note and Security Agreement on the date first above written.

BLUE ARRAY, LLC


James P. Reilly, Co-Manager


Mark A. Fleischauer, Co-Manager

SCHEDULE A
BORROWINGS

Date of Borrowing	Principal Amount Borrowed	Accrued Interest	Amount and Date of Repayment	Principal Amount Outstanding

EXHIBIT C



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 12, 2013

PTAS

GREGORY J. DENNIS
C/O LANDERHOLM, P.S.
805 BROADWAY STREET #1000
VANCOUVER, WASHINGTON 98660

103657222

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/08/2013

REEL/FRAME: 030194/0119
NUMBER OF PAGES: 5

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BLUE ARRAY LLC

DOC DATE: 02/23/2012

ASSIGNEE:

LIBERTY EVANS LLC
2311 EAST FIRST STREET
VANCOUVER, WASHINGTON 98661

APPLICATION NUMBER: 12900012

FILING DATE: 10/07/2010

PATENT NUMBER:

ISSUE DATE:

TITLE: WASTEWATER TREATMENT PROCESS BASINS

APPLICATION NUMBER: 13226352

FILING DATE: 09/06/2011

PATENT NUMBER:

ISSUE DATE:

TITLE: MODULAR WASTEWATER TREATMENT SYSTEM MANAGEMENT

APPLICATION NUMBER: 13226364

FILING DATE: 09/06/2011

PATENT NUMBER:

ISSUE DATE:

TITLE: WASTEWATER TREATMENT SYSTEM DESIGN

APPLICATION NUMBER: 13226375

FILING DATE: 09/06/2011

PATENT NUMBER:

ISSUE DATE:

TITLE: MULTI-FUNCTION WASTEWATER TREATMENT BASIN

APPLICATION NUMBER: 13439629 FILING DATE: 04/04/2012
PATENT NUMBER: ISSUE DATE:
TITLE: PLATFORM INDEPENDENT ALERT SYSTEM

APPLICATION NUMBER: 13672886 FILING DATE: 11/09/2012
PATENT NUMBER: ISSUE DATE:
TITLE: PERSONALIZED STRATEGIC CANCER TREATMENT

APPLICATION NUMBER: 13673678 FILING DATE: 11/09/2012
PATENT NUMBER: ISSUE DATE:
TITLE: DEVICE-CENTRIC OR INTERACTIVE DISCOVERY

APPLICATION NUMBER: 13675066 FILING DATE: 11/13/2012
PATENT NUMBER: ISSUE DATE:
TITLE: LIQUID CRYSTAL DISPLAY DEVICE AND ELECTRONIC DEVICE

APPLICATION NUMBER: 61253586 FILING DATE: 10/21/2009
PATENT NUMBER: ISSUE DATE:
TITLE: WASTEWATER TREATMENT PROCESS BASINS UTILIZING ISO STANDARD
SHIPPING CONTAINERS, HIGH DENSITY POLYURETHANE AND POLY-VINYL
CHLORIDE BASED LINING

APPLICATION NUMBER: 61402861 FILING DATE: 09/07/2010
PATENT NUMBER: ISSUE DATE:
TITLE: LOW COST WASTEWATER TREATMENT PLANT USING INDUSTRY STANDARD
COMPONENTS AND ISO CARGO CONTAINER OR CONTAINERS

APPLICATION NUMBER: 61531552 FILING DATE: 09/06/2011
PATENT NUMBER: ISSUE DATE:
TITLE: WASTEWATER TREATMENT CONTAINER

APPLICATION NUMBER: 61654533 FILING DATE: 06/01/2012
PATENT NUMBER: ISSUE DATE:
TITLE: ENHANCED SENSOR MONITORING

APPLICATION NUMBER: 61792873 FILING DATE:
PATENT NUMBER: ISSUE DATE:
TITLE: WASTEWATER TREATMENT WITH MODULAR MEMBRANE BIOREACTOR CARTRIDGES

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US2011050665
TITLE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

04/10/2013

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

REC



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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)

Blue Array LLC

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

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

Execution Date(s) February 23, 2012

- ☐ 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: Liberty Evans LLC

Internal Address:

Street Address: 2311 East First Street

City: Vancouver

State: Washington

Country: USA Zip: 98661

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

4. Application or patent number(s):

A. Patent Application No.(s)

61/253,586; 12/900,012; 61/402,861;

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Gregory J. Dennis

Internal Address:

Street Address: c/o Landerholm, P.S.

805 Broadway Street #1000

City: Vancouver

State: Washington Zip: 98660

Phone Number: 360-696-3312

Docket Number:

Email Address: gregory.dennis@landerholm.com

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 560.00

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

8. Payment Information

Deposit Account Number: 600000000 61253506

Authorized User Name: 560.00 OP

9. Signature:

Signature

April 3, 2013

Date

Gregory J. Dennis

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

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. 22313-1450

EXHIBIT D

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Gregory J. Dennis 360-696-3312	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Gregory J. Dennis 360-696-3312 Landerholm, P.S. P.O. Box 1086 Vancouver WA USA 98666	

Date of Filing : 03/28/2013
Time of Filing : 11:11:00 AM
File Number : 2013-087-8696-6
Lapse Date : 03/28/2018

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME Blue Array LLC				
OR	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 2311 East First Street		CITY Vancouver	STATE WA	POSTAL CODE 98661
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Washington	1g. ORGANIZATIONAL ID #, if any 603-105-619
				<input type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME Liberty Evans LLC				
OR	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 2311 East First Street		CITY Vancouver	STATE WA	POSTAL CODE 98661
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Debtor grants to Secured Party a first and continuing security interest in and to, and a lien on, all of the personal property assets and interests of the Debtor, whether now owned or existing or hereinafter acquired or arising and wherever located including, without limitation, the personal property assets described on the attached Exhibit A which is incorporated herein by this reference.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	(if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)	(optional)	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						


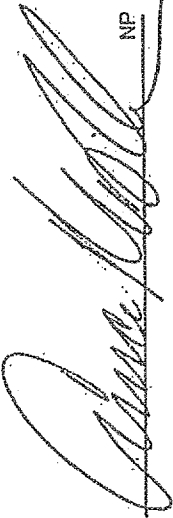
EXHIBIT A TO UCC FINANCING STATEMENT

SECURED PARTY: LIBERTY EVANS LLC

DEBTOR: BLUE ARRAY LLC

- a. all cash and cash equivalents, marketable securities, accounts, accounts receivable, contract rights, general intangibles, chattel paper, notes, drafts, acceptances, and all other debts, obligations and liabilities in whatever form owing to Borrower from any person, firm, corporation or other legal entity whether now existing or hereafter arising or acquired;
- b. all now owned or hereafter acquired and wherever located goods, merchandise and other personal property which are held for sale or lease or to be furnished under contracts of service or held as raw materials, work in process or finished goods and supplies or materials used or consumed in Borrower's business or used in connection with the manufacture, packing, shipping, advertising or furnishing of such goods;
- c. all now existing or hereafter acquired machinery, equipment, furniture and fixtures, including spare parts, replacements, substitutions, additions or accessions thereto, wherever located;
- d. all documents, policies and certificates of insurance and chooses in action, whether now or hereafter existing;
- e. all instruments, securities and cash owned by Borrower or in which Borrower has an interest, which now or hereafter are at any time in possession or control of Lender or in transit by mail or carrier to or from Lender or in the possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Lender has conditionally released the same;
- f. all books, records, ledger sheets and other records relating to the foregoing;
- g. all customer lists, purchase orders, contract rights, trademarks, trade names, copyrights, patents, processes, urls, domain names, software source and object code, and all applications therefor, know-how, trade secrets, confidential information, proprietary information, goodwill, assumed names, and all other intellectual property; and
- h. all proceeds, products, offspring, rents and profits of the foregoing, including, without limitation, proceeds of insurance.

EXHIBIT E

		1-866-4UMPQUA 1-866-486-7782 www.umpquabank.com	6777395
REMITTER BLUE ARRAY LLC		UMPQUA B-A-N-K	0075 Date: 12/27/13
PAY TO THE ORDER OF ***BLUE ARRAY LLC***		\$2,812.46	95-505/1232
TWO THOUSAND EIGHT HUNDRED TWELVE and 46/100USDollars			
CASHIER'S CHECK			
			

UMPQUA BANK	6777395
110577739511 121232050541 0800000111	
CASHIER'S CHECK	
CUSTOMER'S COPY	
0075	
Date: 12/27/13	

REMITTER BLUE ARRAY LLC	Amount
TWO THOUSAND EIGHT HUNDRED TWELVE and 46/100USDollars	\$ 2,812.46
Pay To The Order Of: ***BLUE ARRAY LLC***	