

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3159490

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
DAVID M ORR TTEE		10/10/2014
RECEIVING PARTY DATA		
Name:	PHOENIX LAKE, INC.	
Street Address:	P.O. BOX 1105	
City:	ROSS	
State/Country:	CALIFORNIA	
Postal Code:	94957	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	5732891	
Patent Number:	7770830	
Patent Number:	6651914	
Patent Number:	6601787	
Patent Number:	7306737	
CORRESPONDENCE DATA		
Fax Number:	(510)834-1928	
<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>		
Phone:	(510) 834-6600	
Email:	vkinavey@wendel.com	
Correspondent Name:	ALBERT FLOR, ESQ.	
Address Line 1:	1111 BROADWAY, 24TH FLOOR	
Address Line 4:	OAKLAND, CALIFORNIA 94607	
NAME OF SUBMITTER:	DAVID M. ORR	
SIGNATURE:	/David M. Orr/	
DATE SIGNED:	12/22/2014	
This document serves as an Oath/Declaration (37 CFR 1.63).		
Total Attachments: 41		
source=assignment#page1.tif		
source=assignment#page2.tif		

source=assignment#page3.tif
source=assignment#page4.tif
source=assignment#page5.tif
source=assignment#page6.tif
source=assignment#page7.tif
source=assignment#page8.tif
source=assignment#page9.tif
source=assignment#page10.tif
source=assignment#page11.tif
source=assignment#page12.tif
source=assignment#page13.tif
source=assignment#page14.tif
source=assignment#page15.tif
source=assignment#page16.tif
source=assignment#page17.tif
source=assignment#page18.tif
source=assignment#page19.tif
source=assignment#page20.tif
source=assignment#page21.tif
source=assignment#page22.tif
source=assignment#page23.tif
source=assignment#page24.tif
source=assignment#page25.tif
source=assignment#page26.tif
source=assignment#page27.tif
source=assignment#page28.tif
source=assignment#page29.tif
source=assignment#page30.tif
source=assignment#page31.tif
source=assignment#page32.tif
source=assignment#page33.tif
source=assignment#page34.tif
source=assignment#page35.tif
source=assignment#page36.tif
source=assignment#page37.tif
source=assignment#page38.tif
source=assignment#page39.tif
source=assignment#page40.tif
source=assignment#page41.tif

**ASSIGNMENT OF SECURED CONVERTIBLE PROMISSORY NOTES AND
SECURITY AGREEMENT AND COMMON STOCK PURCHASE AGREEMENT**

THIS ASSIGNMENT OF SECURED CONVERTIBLE PROMISSORY NOTES AND SECURITY AGREEMENT AND COMMON STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into effective as of the 10th day of October, 2014 (the "Effective Date"), by and between **THE DAVID MATTES ORR 1989 TRUST** ("Orr"), and **PHOENIX LAKE, INC.**, a Delaware corporation ("PLI").

RECITALS

A. Pursuant to the terms of that certain Secured Convertible Note Purchase Agreement entered into effective as of April 1, 2009 ("Note Purchase Agreement"), by and between Orr, as "Lender" and Globe Protect, Inc., a Delaware corporation ("Globe"), Globe as "Borrower" executed in favor of Orr **(i)** that certain Secured Convertible Promissory Note dated March 7, 2011 in the original principal amount of Two Hundred Fifty Thousand Dollars (\$250,000), and **(ii)** that certain Secured Convertible Promissory Note dated March 29, 2011 in the original principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) (each a "Secured Note" and together, the "Secured Notes"), each with a Maturity Date of March 31, 2013. Copies of the Secured Notes are attached hereto as **Exhibit A**. Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Note Purchase Agreement.

B. The Secured Notes are secured by Globe granting and assigning to Orr a security interest in the Collateral, as defined and more fully described in, and pursuant to the terms of, that certain Security Agreement made and effective as of April 1, 2009 ("Security Agreement"), by and between Globe, as "Borrower," and Orr, as "Secured Party," delivered in connection with the Note Purchase Agreement. A copy of the Security Agreement is attached hereto as **Exhibit B**.

C. Orr **(i)** has filed UCC-1 Financing Statements with the Delaware Secretary of State (collectively, the "Financing Statements"), and **(ii)** has recorded its security interest with respect to Patent No.'s 5732891, 7770830, 6651914, 6601787, and 7306737 (the "Globe Patents") with the United States Patent and Trademark Office ("USPTO") by filing the Recordation Form Cover Sheet ("USPTO Recordation Form"). Copies of the filed Financing Statements are attached hereto as **Exhibit C** and a copy of the USPTO Recordation Form is attached hereto as **Exhibit D**.

D. To date, Globe has failed to make payments under either Secured Note to Orr and Orr has made a demand to Globe for payment of all amounts due under the Secured Notes, including all accrued interest, by August 14, 2014.

E. Orr desires, by and subject to the terms of this Agreement, to assign and transfer to PLI all of its right, title and interest and obligations **(i)** as "Lender" in and to the Secured Notes, and **(ii)** as "Secured Party" in and to the Security Agreement; and PLI desires to accept such assignment and transfer and assume the Secured Notes and Security Agreement. In consideration of Orr's assignment, transfer, conveyance and delivery to PLI of its rights, title and

interests in the Secured Notes and Security Agreement, PLI is issuing five hundred thousand (500,000) shares of its Common Stock to Orr, on and subject to the terms and conditions as shall hereinafter be set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations as contained in this Agreement, the parties hereto, intending to be mutually bound, agree as follows:

1. Assignment and Transfer of Secured Notes and Security Agreement.

(a) **Assignment.** Effective as of the Effective Date, and subject to the terms and conditions set forth in this Agreement, Orr agrees to assign and transfer unto PLI all of its rights, title and interest as "Lender" in and to the Secured Notes and as "Secured Party" in and to the Security Agreement, and PLI hereby agrees to accept such assignment, and keep, perform, observe and fulfill all of Orr's obligations (if any) under the Secured Notes and the Security Agreement.

(b) **Assignee.** From and after the Effective Date, (i) the term "Lender" of the Secured Notes for all purposes shall mean and refer to PLI; and (ii) the term "Secured Party" of the Security Agreement for all purposes shall mean and refer to PLI.

(c) **Financing Statements and USPTO Filing.** Orr and PLI shall, as soon as practicable after the Effective Date, file amendments to the Financing Statement to assign the security interests in the Collateral to PLI, and make such other filings with the USPTO as may be necessary to assign and transfer Orr's security interest in the Globe Patents to PLI.

(d) **Notice to Globe.** Pursuant to Section 5 of the Secured Notes, Orr shall give notice to Globe of the foregoing assignment and transfer of the Secured Note and the Security Agreement and request that the Secured Notes be reissued to PLI.

2. Issuance of Common Stock.

(a) **Issuance of Shares.** In consideration of the transfer of Orr's rights, title, and interests in, and obligations under, the Secured Notes and the Security Agreement as provided for in **Section 1**, and subject to the terms and conditions of this Agreement, PLI shall issue to Orr five hundred thousand (500,000) shares of PLI's Common Stock (the "Shares"). The purchase price for the Shares shall be deemed to equal One Dollar (\$1.00) per share, for an aggregate purchase price of Five Hundred Thousand Dollars (\$500,000) (the "Purchase Price"), which is equal to the total of the principal balances on the Secured Notes. The term "Shares" refers to the purchased Shares and all securities received in replacement of or in connection with the Shares pursuant to stock dividends or splits, all securities received in replacement of the Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Orr is entitled by reason of Orr's ownership of the Shares.

(b) **Closing.** The issuance of the Shares shall occur at a closing (the "Closing") to be held on the date first set forth above, or at any other time mutually agreed upon by PLI and Orr. The Closing will take place at the principal office of PLI or at such other place as shall be designated by PLI. At the Closing, Orr shall deliver a Bill of Sale and Assignment Agreement (the "Bill of Sale and Assignment") executed by Orr, substantially in the form attached hereto as **Exhibit E**, and PLI will issue a stock certificate, registered in Orr's name, reflecting the Shares.

3. Representations and Warranties of PLI. PLI hereby represents and warrants to Orr as of the date of this Agreement that the following are true and correct:

(a) **Organization; Good Standing.** PLI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. PLI has all requisite corporate power and authority to own and operate its properties and assets and to carry on its business as now conducted and as now proposed to be conducted. PLI has all requisite corporate power and authority to issue the Shares pursuant to this Agreement and to carry out the provisions of this Agreement.

(b) **Authorization; Binding Agreement.** All corporate action on the part of PLI and its officers, directors and stockholders for the authorization, execution and delivery of this Agreement, the performance of all of the obligations of PLI hereunder and the authorization, issuance, and delivery of the Shares issued hereunder has been taken or will be taken prior to the Effective Date. This Agreement, when executed and delivered by authorized officers of PLI, assuming the execution and delivery by Orr, will constitute valid and legally binding obligations of PLI, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

(c) **Valid Issuance of Shares.** The Shares, when issued, sold and delivered against payment of the Purchase Price therefor in accordance with the provisions of this Agreement, will be duly authorized, validly issued and outstanding, fully paid and non-assessable, and will be free and clear of all pledges, liens, encumbrances and restrictions.

(d) **Governmental Consents.** No consent, approval, qualification, order or authorization of or filing with any local, state or federal governmental authority is required on the part of PLI for the execution, delivery or performance of this Agreement, and the offer, sale or issuance of the Shares, except (i) such filings as have been made prior to the date of this Agreement, (ii) any notices of sale required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act of 1933, as amended (the "Securities Act"), and (iii) such filings as may be required under applicable state securities laws, all of which will be timely filed within the applicable periods therefor.

(e) **Capitalization.** The issued and outstanding capital of PLI will, as of the Effective Date, consist of one million five hundred eighteen thousand seven hundred fifty (1,518,750) shares of Common Stock, including the five hundred thousand (500,000) Shares being issued to Orr under this Agreement. Except as set forth above, there are no outstanding rights to acquire additional securities of PLI. All the outstanding shares of capital stock of PLI

have been duly authorized, and are validly issued, fully paid and non-assessable and were not issued in violation of any preemptive rights.

(f) Litigation. To the best of PLI's knowledge (the term "to the best knowledge of PLI" or "to the best of PLI's knowledge" shall mean the best knowledge of PLI's Chief Executive Officer following reasonable inquiry), except for the pending action by PLI against Globe Protect, Case No. CGC-12-517335, in the Superior Court of California, County of San Francisco, there are no actions, suits, arbitrations, proceedings or investigations either at law or in equity before any court, tribunal, arbitrator or administrative authority or board in the United States or foreign jurisdiction, of any kind now or pending or threatened or proposed in any manner or any circumstances against or affecting the PLI.

(g) No Company Bankruptcy Proceedings. PLI is not the subject of any bankruptcy or insolvency proceedings. To the best of PLI's knowledge, there are no claims, actions, causes of action, demands, lawsuits, proceedings, litigation or investigations of any nature, civil or criminal, pending against PLI affecting any of the properties or assets of PLI.

(h) Compliance with Laws. To the best of PLI's knowledge, PLI has complied in all material respects with and is in compliance with all federal, state, local and foreign laws, statutes, ordinances, regulations, rules, permits, judgments, orders and decrees applicable to it or any of its properties, assets, operations and business and there does not exist any basis for any claim of default under or violation of any statutes, laws, ordinances, regulations, rules, judgments, orders or decrees except such defaults or violations or such bases for any claims of such defaults or violations, if any, that in the aggregate do not and will not materially and adversely affect the property, operations, financial conditions or prospects of PLI. To the best of the PLI's knowledge, no investigation or review from any governmental authority is pending or threatened.

(i) Statement of Material Facts. No representations or warranties by PLI, nor any document, exhibit, statement, certificate or schedule furnished by PLI to Orr pursuant hereto or in connection with the transactions contemplated by this Agreement contain or will contain any untrue statement of a material fact, or omit to state any material fact necessary to make the statement of facts contained herein or therein not misleading.

4. Representations and Warranties of Orr. Orr hereby represents and warrants to PLI as of the date of this Agreement that the following are true and correct:

(a) Organization. Orr is a living or testamentary trust ("Trust") duly created, validly existing and in good standing under the laws of the State of California. Orr and the person(s) signing this Agreement on behalf of Orr have the full power and authority to execute and deliver this Agreement and to perform Orr's obligations hereunder and to consummate the transactions contemplated by this Agreement.

(b) Authorization. The execution, delivery and performance of this Agreement by Orr have been duly and validly authorized by all necessary Trust action on its part or by the agreement or other instruments governing the Trust. This Agreement has been duly executed and delivered by Orr and, assuming due authorization, execution, and delivery by Orr,

constitutes the legal, valid and binding obligation of Orr, enforceable against Orr in accordance with its terms, subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and to the general principles of equity.

(c) **Purchase Entirely For Own Account.** The Shares to be acquired by Orr hereunder will be acquired for investment for Orr's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Orr has no present intention of selling, granting any participating in or otherwise distributing the same. Orr does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to any third party with respect to any of such securities.

(d) **Reliance Upon Orr's Representations.** Orr understands that the Shares are not registered under the Securities Act on the ground that the issuance of securities hereunder is exempt from registration under the Securities Act pursuant to Section 4(2) thereof, and that PLI's reliance on such exemption is predicated on Orr's representations set forth herein. Orr realizes that the basis for the exemption may not be present if, notwithstanding such representations, Orr has in mind merely acquiring the Shares for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. Orr has no such intention.

(e) **Investment Experience.** Orr is experienced in evaluating and investing in private placement transactions of securities of companies in a similar stage of development to PLI and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Shares.

(f) **Accredited Investor.** Orr is an "accredited investor" as defined in Rule 501 promulgated under the Securities Act.

(g) **Economic Risk.** Orr realizes that the acquisition of the Shares will be a speculative investment and involves a significant degree of risk, and Orr is able, without impairing its financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Orr's investment.

(h) **Restricted Securities.** Orr understands that the Shares may not be sold, transferred or otherwise disposed of without registration under the Securities Act or exemption therefrom, and that in the absence of an effective registration statement covering such securities or an available exemption from registration under the Securities Act, such securities must be held indefinitely. In particular, Orr is aware that such securities may not be sold pursuant to Rule 144 promulgated under the Securities Act unless all of the conditions of that rule are met. Among the conditions for use of Rule 144 may be the availability of current information to the public about PLI. Such information is not now available and PLI has no present plans to make such information available.

5. Conditions Precedent.

(a) **Conditions to Orr's Obligations.** The obligations of Orr transfer and assign the Secured Notes and Security Agreement and to purchase the Shares and to consummate the transactions contemplated hereby are subject to the following conditions precedent:

(i) **Prohibition.** There shall have been no order or preliminary or permanent injunction entered in any action or proceeding before any United States federal or state court, or any foreign court, of competent jurisdiction or governmental authority (which has jurisdiction over the enforcement of any applicable laws) making illegal or prohibiting the consummation of any of the transactions contemplated by this Agreement.

(ii) **Representations and Warranties.** The representations and warranties of PLI set forth in this Agreement shall be true, correct and complete in all material respects as of the Effective Date and as of the Closing as if made on and as of the Closing Date, except for any such representations and warranties that were made as of a specific date, which representations and warranties shall have been expressly made to be true, correct and complete only as of such date.

(iii) **PLI Board and Shareholder Actions.** PLI's Board of Directors (the "Board") and its current shareholders (the "Shareholders") shall have (1) approved the transactions contemplated by this Agreement and all actions and transactions required to close and consummate such transactions contemplated by this Agreement, and (2) effective as of the Effective Date, amended the Company's Bylaws to provide that there shall be two (2) members on the Board and appointed David M. Orr and Richard Hannum to the Board of PLI (collectively, the "Board and Shareholder Actions").

(iv) **Voting Agreement.** PLI shall, and shall have caused its Shareholders to, execute and deliver to Orr the Voting Agreement in the form attached hereto as **Exhibit F**.

(b) **Conditions to PLI's Obligations.** The obligations of PLI to accept assignment of and assume the Secured Notes and Security Agreement and to issue the Shares and to consummate the transactions contemplated hereby are subject to the following conditions precedent:

(a) **Prohibition.** There shall have been no order or preliminary or permanent injunction entered in any action or proceeding before any United States federal or state court, or any foreign court of competent jurisdiction, or governmental authority (which has jurisdiction over the enforcement of any applicable laws) making illegal the consummation of any of the transactions contemplated by this Agreement.

(b) **Representations and Warranties.** The representations and warranties of Orr set forth in this Agreement shall be true, correct and complete in all material respect as of the Effective Date and as of the date of the Closing as if made on and as of the Closing Date, except for any such representations and warranties that were made as of a specific date, which representations and warranties shall have been expressly made to be true, correct and complete only as of such date.

(c) **PLI Board and Shareholder Actions.** The Board and Shareholders shall have taken the Board and Shareholder Actions.

6. General Provisions.

(a) **Incorporation of Recitals/Exhibits.** The **Recitals** set forth in the introductory paragraphs of this Agreement and all **Exhibits** and other instruments attached hereto are incorporated herein by this reference and made a part hereof.

(b) **Entire Agreement.** This Agreement represents the entire agreement between the parties with regard to the subject matter contained herein and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement.

(c) **Successor and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, administrators, executors and heirs.

(d) **Amendments.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement.

(e) **Third Party Beneficiaries.** Nothing contained in this Agreement, whether express or implied shall confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and assigns; nor is anything contained in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement; nor shall any provision hereof give or confer on any third person any right of subrogation or action against any party to this Agreement.

(f) **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles of conflicts of laws. In any action arising under this Agreement, jurisdiction and venue shall be in State or federal court in San Francisco, California. Each of the parties consents to such jurisdiction.

(g) **Attorney's Fees.** If any party commences an action against the other parties arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs of suit.

(h) **Severability.** If any terms or provisions of this Agreement are held by a court competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remaining provisions and terms shall nevertheless continue in full force and effect. This Agreement constitutes the entire agreement between the parties hereto and supersedes all oral, written and other communications of the parties, and this Agreement may only be modified, amended supplemented or altered by a writing signed by the parties hereto.

(i) **Notices.** All notices required or permitted hereunder will be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile or by confirmed electronic mail if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of delivery. All communications will be sent to the party to be notified at the address as set forth below or at such other address as such party may designate by ten (10) days' advance written notice to the other parties hereto.

(j) **Counterparts; Facsimile/Electronic Transmission.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were upon the same instrument. A signed copy of this Agreement sent by a person on behalf of himself/herself as a party hereto or on behalf of a party hereto for whom such person is signing sent via facsimile or by electronic transmission shall be binding on such signing person and, if applicable, on behalf of the person for whom such person is signing.

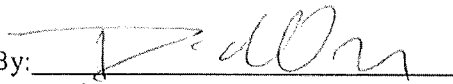
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the introductory paragraph hereof.

ORR:

PLI:

DAVID MATTES ORR 1989 TRUST

PHOENIX LAKE, INC.,
a Delaware corporation

By: 
David M. Orr, Trustee

By: _____
Richard Hannum, President

(i) **Notices.** All notices required or permitted hereunder will be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile or by confirmed electronic mail if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of delivery. All communications will be sent to the party to be notified at the address as set forth below or at such other address as such party may designate by ten (10) days' advance written notice to the other parties hereto.

(j) **Counterparts; Facsimile/Electronic Transmission.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were upon the same instrument. A signed copy of this Agreement sent by a person on behalf of himself/herself as a party hereto or on behalf of a party hereto for whom such person is signing sent via facsimile or by electronic transmission shall be binding on such signing person and, if applicable, on behalf of the person for whom such person is signing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the introductory paragraph hereof.

ORR:

DAVID MATTES ORR 1989 TRUST

By: _____
David M. Orr, Trustee

PLI:

PHOENIX LAKE, INC.,
a Delaware corporation

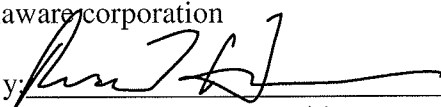
By:  _____
Richard Hannum, President

EXHIBIT A

Secured Notes

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

SECURED CONVERTIBLE PROMISSORY NOTE

\$250,000.00

March 7, 2011

FOR VALUE RECEIVED, Globe Protect, Inc., Delaware corporation ("Borrower"), hereby promises to pay to the order of the David Mattes Orr 1989 Trust (the "Lender") the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) together with interest thereon from the date of this Secured Convertible Promissory Note ("Note"). Simple interest shall accrue at a rate of ten percent (10%) per annum. The principal and unpaid accrued interest under this Note shall convert automatically into Equity Securities of the Company pursuant to Section 2.2 of the Purchase Agreement (as defined below).

This Note is one of a series of Notes issued pursuant to that certain Secured Convertible Note Purchase Agreement dated as of April 1, 2009 and executed on or about March 09, 2011 by and between Borrower and Lender (the "Purchase Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

1. Payment. All payments shall be made in lawful money of the United States of America at the principal office of Lender, or at such other place as the holder hereof may from time to time designate in writing to Borrower. Payment shall be credited first to accrued interest due and payable and the remainder applied to principal. Prepayment of principal, together with accrued interest, may not be made without the consent of the holder of this Note. Borrower hereby waives demand, notice, presentment, protest and notice of dishonor.

2. Security. This Note is secured pursuant to the terms of, and by the Collateral as defined in, that certain Security Agreement (attached as Exhibit "B" to the Purchase Agreement).

3. Repayment or Conversion of the Note. This Note and any amounts due hereunder shall be repaid, refinanced, or converted into Conversion Shares in accordance with the terms of Section 2.2 of the Purchase Agreement. As promptly as practicable after the conversion of this Note, if applicable, Borrower at its expense will issue and deliver to the holder of this Note, upon surrender of the Note, a certificate or certificates for the number of full Conversion Shares and warrants issuable upon such conversion and shall (in the event of conversion pursuant to Section 2.2(b) or 2.2(c) of the Purchase Agreement), execute a stock restriction and other stockholder agreements in the form provided by the Borrower, and the holder shall (in the event of conversion pursuant to Section 2.2(a) of the Purchase Agreement) execute such documents as are required to be executed by investors pursuant to the financing documents in connection with the Next Equity Financing (as defined in the Purchase Agreement).

4. Amendments and Waivers; Resolutions of Dispute; Notice. The amendment or waiver of any term of this Note, the resolution of any controversy or claim arising out of or relating to this Note and the provision of notice shall be conducted pursuant to the terms of the Purchase Agreement.

5. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the successors and assigns of the parties hereto. Any transfer of this Note may be effected only pursuant to the Purchase Agreement and by surrender of this Note to Borrower and reissuance of a new note to the transferee. Lender and any subsequent holder of this Note receives this Note subject to the foregoing terms and conditions, and agrees to comply with the foregoing terms and conditions for the benefit of the Borrower.

6. Governing Law. This Note shall be governed by and construed under the laws of the State of California as applied to other instruments made by California residents to be performed entirely within the State of California.

7. Venue. Borrower and Lender agree that all actions or proceedings arising in connection with this Note shall be tried and litigated only in the state and federal courts located in the City of San Francisco, State of California.

GLOBE PROTECT, INC.

By: 

Scott Zelling, CEO

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

SECURED CONVERTIBLE PROMISSORY NOTE (2d)

\$250,000.00

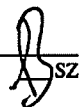
March 29, 2011

FOR VALUE RECEIVED, Globe Protect, Inc., Delaware corporation ("Borrower"), hereby promises to pay to the order of the David Mattes Orr 1989 Trust (the "Lender") the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) together with interest thereon from the date of this Secured Convertible Promissory Note ("Note"). Simple interest shall accrue at a rate of ten percent (10%) per annum. The principal and unpaid accrued interest under this Note shall convert automatically into Equity Securities of the Company pursuant to Section 2.2 of the Purchase Agreement (as defined below).

This Note is the second Note with Borrower, and one of a series of Notes issued pursuant to that certain Secured Convertible Note Purchase Agreement dated as of April 1, 2009 and executed on or about March 29, 2011 by and between Borrower and Lender (the "Purchase Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

1. Payment. All payments shall be made in lawful money of the United States of America at the principal office of Lender, or at such other place as the holder hereof may from time to time designate in writing to Borrower. Payment shall be credited first to accrued interest due and payable and the remainder applied to principal. Prepayment of principal, together with accrued interest, may not be made without the consent of the holder of this Note. Borrower hereby waives demand, notice, presentment, protest and notice of dishonor.

2. Security. This Note is secured pursuant to the terms of, and by the Collateral as defined in, that certain Security Agreement (attached as Exhibit "B" to the Purchase Agreement).

SZ

3. Repayment or Conversion of the Note. This Note and any amounts due hereunder shall be repaid, refinanced, or converted into Conversion Shares in accordance with the terms of Section 2.2 of the Purchase Agreement. As promptly as practicable after the conversion of this Note, if applicable, Borrower at its expense will issue and deliver to the holder of this Note, upon surrender of the Note, a certificate or certificates for the number of full Conversion Shares and warrants issuable upon such conversion and shall (in the event of conversion pursuant to Section 2.2(b) or 2.2(c) of the Purchase Agreement), execute a stock restriction and other stockholder agreements in the form provided by the Borrower, and the holder shall (in the event of conversion pursuant to Section 2.2(a) of the Purchase Agreement) execute such documents as are required to be executed by investors pursuant to the financing documents in connection with the Next Equity Financing (as defined in the Purchase Agreement).


4. Amendments and Waivers; Resolutions of Dispute; Notice. The amendment or waiver of any term of this Note, the resolution of any controversy or claim arising out of or relating to this Note and the provision of notice shall be conducted pursuant to the terms of the Purchase Agreement.

5. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the successors and assigns of the parties hereto. Any transfer of this Note may be effected only pursuant to the Purchase Agreement and by surrender of this Note to Borrower and reissuance of a new note to the transferee. Lender and any subsequent holder of this Note receives this Note subject to the foregoing terms and conditions, and agrees to comply with the foregoing terms and conditions for the benefit of the Borrower.

6. Governing Law. This Note shall be governed by and construed under the laws of the State of California as applied to other instruments made by California residents to be performed entirely within the State of California.

7. Venue. Borrower and Lender agree that all actions or proceedings arising in connection with this Note shall be tried and litigated only in the state and federal courts located in the City of San Francisco, State of California.

GLOBE PROTECT, INC.

By: 
Scott Zeilinger, CEO

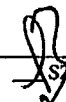


EXHIBIT B
Security Agreement

SECURITY AGREEMENT

This Security Agreement dated effective as of April 1, 2009 (the "Agreement") by and among Globe Protect, Inc., a Delaware corporation (the "Borrower") and the parties listed on Schedule A hereto, which parties are also parties to that certain Secured Convertible Note Purchase Agreement (the "Purchase Agreement") dated April 1, 2009 and holders of "Notes" issued and as defined under the Purchase Agreement (collectively, the "Secured Parties"):

The Borrower and the Secured Parties hereby agree as follows:

1. Certain Definitions.

1.1 "Collateral" shall mean the property described on Exhibit A hereto.

1.2 "Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

1.3 "Permitted Liens" means: (i) Liens imposed by law, such as carriers', warehousemen's, materialmen's and mechanics' liens, or Liens arising out of judgments or awards against Borrower with respect to which Borrower at the time shall currently be prosecuting an appeal or proceedings for review, (ii) Liens for taxes not yet subject to penalties for nonpayment and Liens for taxes the payment of which is being contested in good faith and by appropriate proceedings and for which, to the extent required by generally accepted accounting principles then in effect, proper and adequate book reserves relating thereto are established by Borrower, (iii) Liens (A) upon or in any equipment acquired or held by the Borrower to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, or (B) existing on such equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment and other equipment financed by the holder of such Lien; (iv) Liens consisting of leases or subleases and licenses and sublicenses granted to others in the ordinary course of Borrower's business not interfering in any material respect with the business of Borrower and any interest or title of a lessor or licensor under any lease or license, as applicable; (v) Liens incurred or deposits made in the ordinary course of Debtor's business in connection with worker's compensation, unemployment insurance, social security and other like laws; (vi) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (viii) Liens to which the Secured Parties have each expressly consented in writing; and (ix) Liens in favor of the Secured Parties.

2. Security Agreement.

2.1 Grant. Borrower, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Secured Party a security interest in and Lien on all of the

GLOBE PROTECT, INC.

Collateral now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest. Each Secured Party shall be equal in priority with the other Secured Parties as to the security interest in and Lien on all such Collateral.

2.2 Borrower Remains Liable. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by any Secured Party of any of the rights hereunder shall not release the Borrower from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral and (iii) no Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

2.3 Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until payment and performance in full of all of the Obligations.

3. Obligations Secured. The security interest granted hereby secures payment of all amounts owed pursuant to the Notes of the Borrower in the aggregate principal amount of up to the Aggregate Loan Amount (as defined in the Purchase Agreement) (the "Notes") issued by the Borrower to the Secured Parties pursuant to the Purchase Agreement and all other obligations of the Borrower to the Secured Parties under the Notes and the Purchase Agreement (collectively, the "Obligations").

4. Borrower's Representations, Warranties And Covenants. Borrower hereby represents, warrants and covenants to the Secured Parties that:

4.1 Borrower's principal place of business is the address set forth above and Borrower keeps its records concerning accounts, contract rights and other property at that location. Borrower is a corporation organized under the laws of the State of Delaware. Borrower will notify the Secured Parties prior to changing either its form or jurisdiction of organization.

4.2 Borrower will at all times keep in a manner reasonably satisfactory to the Secured Parties accurate and complete records of the Collateral and will keep such Collateral insured to the extent similarly situated companies insure their assets.

4.3 Borrower shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Borrower with respect to the Collateral.

4.4 Other Financing Statements. Other than financing statements, security agreements, chattel mortgages, assignments, copyright security agreements or collateral assignments, patent or trademark security agreements or collateral assignments, fixture filings

GLOBE PROTECT, INC.

and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting any Lien (collectively, "Financing Statements") existing as of the date hereof and disclosed to the Secured Parties or arising after the date hereof in connection with any Permitted Lien and Financing Statements in favor of the Secured Parties, no effective Financing Statement naming the Borrower as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

4.5 Notices, Reports and Information. The Borrower will (i) notify the Secured Parties of any material claim made or asserted against the Collateral by any person or entity and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or either Secured Party's Lien thereon; (ii) furnish to the Secured Parties such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as either Secured Party may reasonably request, all in reasonable detail; and (iii) upon request of any Secured Party make such demands and requests for information and reports as the Borrower is entitled to make in respect of the Collateral.

4.6 Disposition of Collateral. The Borrower will not (i) surrender or lose possession of (other than to the Secured Parties), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except to the extent permitted by this Agreement, or (ii) remove any of the Collateral from its present location within the State of California (other than disposals of Collateral permitted by subsection (i)) except upon at least 30 days' prior written notice to the Secured Parties.

5. Financing Statements. Borrower shall at its cost execute any Financing Statement in respect of any security interest created pursuant to this Agreement which may at any time be required or which, in the opinion of the Secured Parties, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any financing statement) is required to protect and preserve such lien or security interest, Borrower shall at its cost execute the same at the time and in the manner requested by the Secured Parties.

6. Borrower's Rights Until Default. So long as an Event of Default does not exist, Borrower shall have the right to possess the Collateral, manage its property and sell its inventory in the ordinary course of business.

7. Event of Default. An "Event of Default" shall exist under this Agreement upon the happening of any Event of Default as defined in the Purchase Agreement.

8. Rights and Remedies on Event of Default.

8.1 During the continuance of an Event of Default, Secured Parties, upon the election of the majority in interest of the holders of outstanding Notes (the "Majority Note Holders"), shall have the right, themselves or through any of their agents, with or without notice to Borrower (as provided below), as to any or all of the Collateral, by any available judicial procedure, or without judicial process (provided, however, that it is in compliance with

GLOBE PROTECT, INC.

the UCC), to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, Secured Parties, upon the election of the Majority Note Holders, shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Majority Note Holders, in their sole discretion, may deem advisable, and the Secured Parties shall have the right to purchase at any such sale. Borrower agrees that a notice sent at least thirty (30) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied, first to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to Secured Parties' reasonable attorneys' fees and legal expenses, and then to the Obligations and to the payment of any other amounts required by applicable law, after which Secured Parties shall account to Borrower for any surplus proceeds. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which Secured Parties are legally entitled, Borrower shall be liable for the deficiency, together with interest thereon at the rate of eight percent (8%) per annum, and the reasonable fees of any attorneys Secured Parties employ to collect such deficiency; provided, however, that the foregoing shall not be deemed to require Secured Parties to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Secured Parties arising out of the retention or sale or lease of the Collateral or other exercise of Secured Parties' rights and remedies with respect thereto.

8.2 Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all Borrower's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against all persons and entities claiming the Collateral sold or any part thereof under, by or through Borrower, its successors or assigns.

8.3 All of Secured Parties' rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

9. Secured Parties' Rights; Borrower Waivers.

9.1 Secured Parties' acceptance of partial or delinquent payment from Borrower under any Note or hereunder, or Secured Parties' failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Borrower hereunder, or any right of Secured Parties hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

10. Collateral Agent. At any time or times, in order to comply with any legal requirement in any jurisdiction or in order to effectuate any provision of this Agreement as determined in the discretion of the Majority Note Holders, the Majority Note Holders may, without the consent of or notice to the Borrower, appoint any Secured Party, or any bank or trust

GLOBE PROTECT, INC.

company or any other person or entity to act as collateral agent (the "Collateral Agent"), either jointly with any Secured Party or separately, on behalf of the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment. The Borrower acknowledges that as between the Collateral Agent and the Borrower, the Collateral Agent shall be conclusively presumed to be acting as agent for itself and the Secured Parties with full and valid authority so to act or refrain from acting.

11. Termination of Security Interest. Upon the conversion of the Notes to Equity Securities (as defined in the Purchase Agreement) or otherwise upon fulfillment of the Obligations, this Agreement shall terminate and all rights in the Collateral shall revert to the Borrower and each Secured Party shall make and do all such acts and things and execute and deliver all such financing statements, instruments, agreements and documents as either Borrower considers reasonably necessary or desirable to discharge any security interest created pursuant to this Agreement to release and discharge any and all Collateral therefrom and to record such release and discharge in all appropriate offices of public record.

12. Miscellaneous.

12.1 Amendment and Waiver. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Secured Parties representing at least a majority-in-interest of the aggregate amount of indebtedness incurred by the Company under all Notes issued pursuant to the Purchase Agreement. Notwithstanding any other provision contained herein, the consent of the Secured Parties shall not be required to amend this Agreement for the addition of new Secured Parties, or the sale of additional Notes to existing Secured Parties, in either case up to the Aggregate Loan Amount (as defined in the Purchase Agreement).

12.2 Notices. Unless otherwise provided herein, any notice and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) 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 the respective parties at the addresses shown on the signature pages hereto (or at such other addresses as shall be specified by notice given in accordance with this Section 12.2).

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto, including, without limitation, all future holders of the Note.

12.4 Governing Law. The laws of the State of California shall govern the construction of this Agreement, without giving effect to the principles of conflicts of laws thereof.

GLOBE PROTECT, INC.

12.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

12.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

12.8 Venue. Borrower and Secured Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the City of San Francisco, State of California.

12.9 Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

12.10 Definitions. Except as set forth in Section 1(a) or as otherwise defined herein, capitalized terms shall have the meaning set forth in the Purchase Agreement.

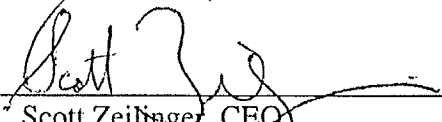
12.11 Additional Secured Parties. In the event of a subsequent closing with an investor as provided for in Section 1.2 of the Purchase Agreement, such investor shall become a party to this Agreement as a "Secured Party" upon receipt from such investor of a fully executed signature page hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

BORROWER:

GLOBE PROTECT, INC.

By: 
Scott Zeilinger, CEO

SECURED PARTIES:

DAVID MATTES ORR 1989 TRUST

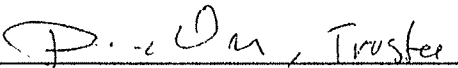
By:  Trustee
David M. Orr, Trustee

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, payment intangibles, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs and supporting information (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of any Lender (herein referred to as "Lender" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory) and all computer programs embedded in goods and any supporting information;

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent

license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents");

(vii) all letter-of-credit rights and letters of credit; and

(viii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

Notwithstanding the foregoing, no security interest is granted in any contract rights, licenses or intellectual property if such grant causes a default enforceable under applicable law or if a third party has the right enforceable under applicable law to terminate Borrower's rights under or with respect to any such contract, license or intellectual property and such third party has exercised such right of termination.

EXHIBIT C
Financing Statements

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:19 AM 01/10/2014
INITIAL FILING # 2014 0117762

SRV: 140031943

A. NAME & PHONE OF CONTACT AT FILER (optional) Albert Flor, Jr., Esq. (510) 834-6600
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Albert Flor, Jr., Esq. Wendel, Rosen, Black & Dean LLP 1111 Broadway, 24th Floor Oakland, CA 94607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Globe Protect, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
217 Still Creek Road	Danville	CA	94506	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME David M. Orr, Trustee of the David Mattes Orr 1989 Trust				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
699 Benvenue Avenue	Los Altos	CA	94024	USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets or personal property of Debtor in connection with and pursuant to the terms of (i) that certain Secured Convertible Promissory Note, dated March 7, 2011, by and between Debtor and Secured Party, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00); and (ii) that certain Security Agreement, dated April 1, 2009, by and between Debtor and Secured Party.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 019091.0001	

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

PATENT
REEL: 034572 FRAME: 0179

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:22 AM 01/10/2014
INITIAL FILING # 2014 0117846

SRV: 140031955

A. NAME & PHONE OF CONTACT AT FILER (optional) Albert Flor, Jr., Esq. (510) 834-6600	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Albert Flor, Jr., Esq. Wendel, Rosen, Black & Dean LLP 1111 Broadway, 24th Floor Oakland, CA 94607	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Globe Protect, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
217 Still Creek Road	Danville	CA	94506	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME David M. Orr, Trustee of the David Mattes Orr 1989 Trust				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
699 Benvenue Avenue	Los Altos	CA	94024	USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets or personal property of Debtor in connection with and pursuant to the terms of (i) that certain Secured Convertible Promissory Note, dated March 29, 2011, by and between Debtor and Secured Party in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00); and (ii) that certain Security Agreement, dated April 1, 2009, by and between Debtor and Secured Party.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 019091.0001	

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

PATENT
REEL: 034572 FRAME: 0180

EXHIBIT D

USPTO Recordation Form Cover Sheet

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Globe Protect, Inc., a Delaware corporation

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

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

Execution Date(s) April 1, 2009

- ☐ 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: David M. Orr, Trustee of the David Mattes Orr 1989 Trust

Internal Address: _____

Street Address: 699 Benvenue Avenue

City: Los Altos

State: California

Country: USA Zip: 94024

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

5732891; 7770830; 6651914; 6601787; 7306737

Additional numbers attached? ☐ Yes ☒ No

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

Name: Albert Flor, Jr., Esq.

Internal Address: _____

Street Address: Wendel, Rosen, Black & Dean LLP

1111 Broadway, 24th Floor

City: Oakland

State: California Zip: 94607

Phone Number: (510) 834-6600 ext. 451

Docket Number: _____

Email Address: aflor@wendel.com

6. Total number of applications and patents involved: Five (5)

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

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

8. Payment Information

Deposit Account Number: _____

Authorized User Name: _____

9. Signature:

Signature

Date

David M. Orr

Name of Person Signing

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

10

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 E

Bill of Sale and Assignment

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT ("Bill of Sale and Assignment") is made and entered into effective as of October 10, 2014 (the "Effective Date"), by and between **THE DAVID MATTES ORR 1989 TRUST** ("Orr"), and **PHOENIX LAKE, INC.**, a Delaware corporation ("PLI").

This Bill of Sale and Assignment is made pursuant to that certain Assignment of Secured Convertible Promissory Notes and Security Agreement and Common Stock Purchase Agreement ("Agreement"), by and between Orr and PLI. Capitalized terms used but not defined herein have the same meanings as set forth in the Agreement.

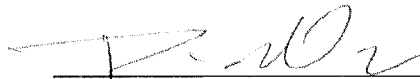
For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and pursuant to and subject to the terms and conditions of the Agreement, effective as of the Effective Date, the undersigned hereby assigns all of its right, title and interest in and to (i) that certain Secured Convertible Promissory Note dated March 7, 2011 in the original principal amount of Two Hundred Fifty Thousand Dollars (\$250,000), and (ii) that certain Secured Convertible Promissory Note dated March 29, 2011 in the original principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) executed by Globe Protect, Inc., a Delaware corporation ("Globe") in favor of Orr (each a "Secured Note" and together, the "Secured Notes"), each of which is secured by that certain Security Agreement made and effective as of April 1, 2009 by and between Globe, as "Borrower," and Orr, as "Secured Party" ("Security Agreement").

This Bill of Sale and Assignment may be executed in counterparts, each of which will be deemed an original and all of which will be considered one and the same instrument.

This Bill of Sale and Assignment is executed pursuant to each and every term and provision of the Agreement and is subject to the terms, conditions and limitations therein contained.

IN WITNESS WHEREOF, Orr and PLI have caused this Bill of Sale and Assignment to be signed and delivered as of the date first written above.

Dated: October 10, 2014



David M. Orr, Trustee of the David Mattes Orr
1989 Trust

Assignor

EXHIBIT F
Voting Agreement

PHOENIX LAKE, INC.

VOTING AGREEMENT

THIS VOTING AGREEMENT ("Agreement") is made as of October 10, 2014 by and among Phoenix Lake, Inc., a Delaware corporation (the "Company"), and the individuals and entities listed on **Exhibit A** hereto (each a "Shareholder," and collectively, the "Shareholders").

WHEREAS, pursuant to that certain Assignment of Secured Convertible Promissory Notes and Security Agreement and Common Stock Purchase Agreement (the "Assignment Agreement") dated as of even date herewith, the Company issued five hundred thousand (500,000) shares of the Company's Common Stock to The David Mattes Orr 1989 Trust ("Orr"); and

WHEREAS, the Company's Bylaws provide for a board of two (2) directors; and

WHEREAS, pursuant to the terms of the Assignment Agreement and as a condition to the transactions set forth therein, the Shareholders have agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Shares. During the term of this Agreement, the Shareholders each agree to vote all shares of the Company's voting securities now or hereafter owned by them, whether beneficially or otherwise, or as to which they have voting power (the "Shares") in accordance with the provisions of this Agreement.

2. Election of Boards of Directors.

(a) Election of Directors. Each Shareholder agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that **(A)** the size of the Board of Directors shall be set and remain at two (2) directors; and **(B)** at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board of Directors:

(i) One (1) person designated by Orr, which individual shall initially be David M. Orr ("Orr Designee"), for so long as Orr or its Affiliates continues to own Shares of the Company.

(ii) The then current Chief Executive Officer of the Company, which individual shall initially be Richard Hannum.

To the extent that any of clauses **(i)** and **(ii)** above shall not be applicable, any member of the Board of Directors who would otherwise have been designated in accordance with the terms

thereof shall instead be voted upon by all the stockholders of the Company entitled to vote thereon in accordance with, and pursuant to, the Certificate.

For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "Person") shall be deemed an "Affiliate" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

(b) **Failure to Designate a Board Member.** In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving shall be reelected if still eligible to serve as provided herein.

(c) **Removal of Board Members.** Each Shareholder also agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(i) no director elected pursuant to **Section 2** of this Agreement may be removed from office unless (A) such removal is directed or approved by the affirmative vote of the Person, or of the holders of at least a majority of the shares of stock, entitled under **Section 2** to designate that director or (B) the Person(s) originally entitled to designate or approve such director pursuant to **Section 2** is no longer so entitled to designate or approve such director;

(ii) any vacancies created by the resignation, removal or death of a director elected pursuant to **Section 2** shall be filled pursuant to the provisions of this **Section 2**; and

(iii) upon the request of any party entitled to designate a director as provided in **Section 2** to remove such director, such director shall be removed.

All Shareholders agree to execute any written consents required to perform the obligations of this Agreement, and the Company agrees at the request of any party entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors.

(d) **No Liability for Election of Recommended Directors.** No Shareholder, nor any Affiliate of any Shareholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Shareholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

3. Vote to Convert Company to a Limited Liability Company. If the Board of Directors of the Company determines that it is in the best interest of the Company and its shareholders to convert the Company into a limited liability company (the "Converted LLC"), each Shareholder agrees to vote or cause to be voted all Shares owned by such Shareholder, or

over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to (i) approve such conversion; and (ii) appoint David M. Orr as a Manager of such Converted LLC.

4. Termination. This Agreement shall terminate upon the earlier of (i) conversion of the Company into the Converted LLC; (ii) the agreement of Orr and a majority-in-interest of the other Shareholders; or (iii) the closing of an initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, or the comparable laws of the relevant jurisdiction covering the offer and sale of Common Stock (a "Public Offering").

5. Additional Shares. In the event that subsequent to the date of this Agreement any shares or other securities are issued on, or in exchange for, any of the Shares by reason of any stock dividend, stock split, consolidation of shares, reclassification, or consolidation involving the Company, such shares or securities shall be deemed to be Shares for purposes of this Agreement.

6. Restrictive Legend. Each certificate representing any of the Shares subject to this Agreement shall be marked by the Company with a legend referencing this Voting Agreement which may read substantially as follows:

THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED FROM THE ISSUER) AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON HOLDING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID VOTING AGREEMENT.

7. Miscellaneous.

(a) Certain Definitions. Shares "held" by a Shareholder shall mean any Shares directly or indirectly owned (of record or beneficially) by such Shareholder or as to which such Shareholder has voting power. "Vote" shall include any exercise of voting rights whether at an annual or special meeting or by written consent or in any other manner permitted by applicable law. A "majority-in-interest" shall mean the holders of a majority of the Common Stock (determined on an as-converted basis).

(b) Notices. All notices, requests, demands, consents, instructions, or other communications required or permitted hereunder shall be in writing and mailed or delivered to each party as follows: (i) if to a Shareholder, at such Shareholder's address set forth in the Company's records, or at such other address as such Shareholder shall have furnished the Company in writing, or (ii) if to the Company, at Phoenix Lake, Inc. Attn: Chief Executive Officer, _____ or at such other address as the Company shall have furnished to the Shareholders in writing. All notices required or permitted hereunder will be in writing and will be deemed effectively given: (A) upon personal delivery to the party to be notified, (B) when sent by confirmed telex or facsimile or by confirmed electronic mail if sent during normal business hours of the recipient; if not, then on the next business day, (C) five (5)

days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or **(D)** one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of delivery. In the event of any conflict between the Company's books and records and this Agreement or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

(c) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. The Company shall not permit the transfer of any Shares on its books or issue a new certificate representing any Shares unless and until the person to whom such security is to be transferred shall have executed a written agreement pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person was a Shareholder hereunder.

(d) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of California as applied to agreements entered into among California residents to be performed entirely within California, without regard to principles of conflicts of law.

(e) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(f) Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership, or other powers, all such other and additional instruments and documents and so all such other acts and things as may be necessary to more fully effectuate this Agreement.

(g) Entire Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

(h) No Grant of Proxy. This Agreement does not grant any proxy and should not be interpreted as doing so. Nevertheless, should the provisions of this Agreement be construed to constitute the granting of proxies, such proxies shall be deemed coupled with an interest and are irrevocable for the term of this Agreement.

(i) Not a Voting Trust. This Agreement is not a voting trust governed by Section 218 of the Delaware General Corporation Law and should not be interpreted as such.

(j) Specific Performance. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining

order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

(k) Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged, or terminated other than by a written instrument referencing this Agreement and signed by the Company and a majority-in-interest of the Shareholders including Orr. Any such amendment, waiver, discharge, or termination effected in accordance with this paragraph shall be binding upon each Shareholder that has entered into this voting agreement. Each Shareholder acknowledges that by the operation of this paragraph, the holders of a majority of the Shares will have the right and power to diminish or eliminate all rights of such Shareholder under this Agreement.

(l) No Waiver. The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and will not constitute a waiver of either party's right to assert any other legal remedy available to it.

(m) Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void, or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business, and other purposes of the illegal, void, or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(n) Counterparts; Facsimile/Electronic Transmission. This Agreement may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were upon the same instrument. A signed copy of this Agreement sent by a person on behalf of himself/herself as a party hereto or on behalf of a party hereto for whom such person is signing sent via facsimile or by electronic transmission shall be binding on such signing person and, if applicable, on behalf of the person for whom such person is signing.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

COMPANY:

PHOENIX LAKE, INC.

a Delaware corporation

By: 

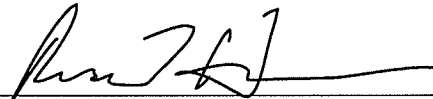
Richard Hannum, President and CEO

SHAREHOLDERS:

DAVID MATTES ORR 1989 TRUST

By: _____

David M. Orr, Trustee



Richard Hannum

Gurpreet Chandhoke

Peter Sullivan

Muder Kothari

(Signature Page to Voting Agreement)

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

COMPANY:

PHOENIX LAKE, INC.
a Delaware corporation

By: _____
Richard Hannum, President and CEO.

SHAREHOLDERS:

DAVID MATTES ORR 1989 TRUST

By:  _____
David M. Orr, Trustee

Richard Hannum

Gurpreet Chandhoke

Peter Sullivan

Muder Kothari

(Signature Page to Voting Agreement)

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

COMPANY:

PHOENIX LAKE, INC.
a Delaware corporation

By: _____
Richard Hannum, President and CEO

SHAREHOLDERS:

DAVID MATTES ORR 1989 TRUST

By: _____
David M. Orr, Trustee

Richard Hannum

Gurpreet Chandhoke

Peter Sullivan

M. Kothari
Muder Kothari

(Signature Page to Voting Agreement)

EXHIBIT A
SHAREHOLDERS

Name and Address of Shareholder	Number of Shares
Richard Hannum	253,750
Gurpreet Chandhoke	250,000
Peter Sullivan	265,000
Muder Kothari	250,000
David Mattes Orr 1989 Trust David M. Orr, Trustee 699 Benvenue Avenue Los Altos, CA 94024	500,000