

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3354707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
LANDROLLER, INC.	03/24/2011

RECEIVING PARTY DATA

Name:	HAROLD BERTRAM LOVITT T'EE
Street Address:	3221 CARTER AVENUE, UNIT 166
City:	MARINA DEL REY
State/Country:	CALIFORNIA
Postal Code:	90292

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6443464

CORRESPONDENCE DATA

Fax Number: (310)553-5015

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3109684030

Email: LOVITT.BERT@gmail.com

Correspondent Name: HAROLD LOVITT

Address Line 1: 3221 CARTER AVENUE, UNIT 166

Address Line 4: MARINA DEL REY, CALIFORNIA 90292

NAME OF SUBMITTER:	HAROLD BERTRAM LOVITT, TRUSTEE
SIGNATURE:	/harold bertram lovitt, trustee/
DATE SIGNED:	05/14/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11-7281329741

08/10/2011 17:00

A. NAME & PHONE OF CONTACT AT FILER [optional]
Keith McNamara 310-376-5011

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

LandRoller, Inc. 1112 Ocean Drive, Suite 104A, Manhattan Beach, CA 90266



FILED

CALIFORNIA SECRETARY OF STATE

SOS



30027190002 UCC 1 FILING

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 LandRoller, Incorporated					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 1112 Ocean Drive		CITY Manhattan Beach	STATE CA	POSTAL CODE 90266	COUNTRY USA
	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any 95-4725523 <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				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
	ADD'L INFO RE ORGANIZATION DEBTOR	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					
OR	3b. INDIVIDUAL'S LAST NAME McNamara				
	FIRST NAME Keith	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 900 Dianthus Street		CITY Manhattan Beach	STATE CA	POSTAL CODE 90266	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
Borrower agrees that until the principal and interest owed under the Keith McNamara Note are paid in full, this note will be secured equally and ratably with the Irving J Lovitt Trust FBO Harold Bertram Lovitt, Harold Bertram Lovitt TTEE Note and the Ara Lovitt Note. These Notes are secured by a security agreement and Uniform Code Financing Statement giving Lender a security interest in the equipment, fixtures, inventory, accounts receivable, Patents, Trademarks, all intellectual property, and all other tangible aswsets of the business known as LandRoller.

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) All Debtors Debtor 1 Debtor 2 [optional]

8. OPTIONAL FILER REFERENCE DATA

LandRoller, Inc.

Keith McNamara Warrant Agreement:

June 30, 2010

Landroller, Inc., for value received, hereby issues to Keith McNamara the following:

Warrants on 27,000 shares of the LandRoller series "A" preferred stock and warrants on 54,000 shares of LandRoller common stock. The strike price for each share, both common and preferred will be \$0.01 per share. The warrants will remain in effect until June 30, 2013.

30027190002

PROMISSORY NOTE

Borrower information:	
Name: LandRoller, Inc.	Date: June 30, 2010
Street Address: 1112 Ocean Drive	Apartment: Penthouse
City: Manhattan Beach	Area code/Telephone number: 310-376-5077
State: CA	Driver's License Number: N/A
Zip: 90266	Taxpayer Identification Number: 95-4725523

Lender information:	
Name: Keith McNamara	Area code/Telephone number: 310-376-5011
Street Address: 900 Dianthus Street	
City: Manhattan Beach	
State: CA	
Zip: 90266	

Loan information:	
Loan Amount: \$27,000	Loan Period: 3 years
Interest Rate: 15%, payable in cash or in kind at Borrower's option	Payment Schedule: Interest payments payable semiannually, and principal payable at maturity (no amortization)

30027190002

1. **Promise to Pay.** For value received, LandRoller, Inc. (Borrower) promises to pay Keith McNamara (Lender) \$27,000 and interest at the yearly rate of 15% on the unpaid balance as specified below.
2. **Installments.** Borrower will pay 15% annual simple interest, payable on a semi-annual basis, at Borrower's option, in cash or in kind, with exception of the sixth and final interest payment, which must be paid in cash at maturity along with all accrued and unpaid interest and principal. For the avoidance of doubt, if Borrower elects to make all five semi-annual interest payments in kind for which it has such an option, then at maturity Borrower will pay \$12,150 in cash in total interest payments. In all cases, Borrower will pay \$27,000 on the maturity date of June 30, 2013.
3. **Application of Payments.** Payments will be applied first to interest and then to principal.
4. **Prepayment.** Borrower may prepay all or any part of the principal without penalty.
5. **Loan Acceleration.** If Borrower is more than 30 days late in making any payment, Lender may declare that the entire balance of unpaid principal is due immediately, together with the interest that has accrued.
7. **Seniority.** Borrower agrees that this \$27,000] loan (the "Keith McNamara Note") is a senior obligation of LandRoller, Inc. and all of its current and future subsidiaries and will be pari passu with the two other loans made to Borrower as part of the same general financing transactions (specifically, the "Irving J Lovitt Trust FBO Harold Bertram Lovitt, Harold B Lovitt TTEE Note" and the "Ara Lovitt Note").
8. **Security.** Borrower agrees that until the principal and interest owed under the Keith McNamara Note are paid in full, this note will be secured, equally and ratably with the Irving J Lovitt Trust FBO Harold B Lovitt, Harold B Lovitt TTEE Note and the Ara Lovitt Note, by a security agreement and Uniform Commercial Code Financing Statement giving Lender a security interest in the equipment, fixtures, inventory, accounts receivable, patents, trademark, all intellectual property and all other tangible and intangible assets of the business known as LandRoller.
9. **Collection Costs.** If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.
10. **Warrants.** For value received, LandRoller, Inc. (Borrower) also agrees to issue to Keith McNamara 54,000 warrants to purchase common stock and 27,000 warrants to purchase Series A preferred stock, at prices of \$0.01 and \$0.01, respectively, with both options exercisable on any date up to and including June, 30, 2013, as set forth in a separate Keith McNamara Warrant Agreement.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

Witnessed: _____	Date: _____
CEO, LandRoller Witnessed: <u>Keith McNamara</u>	Date: <u>3.24.11</u>
Borrower: <u>STANLEY CHARNOV/AR</u>	Date: <u>3/24/11</u>
Borrower: _____	Date: _____

30027190002

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11-7265127264

03/28/2011 17:00

A. NAME & PHONE OF CONTACT AT FILER [optional]
Keith McNamara 310-376-5011

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

LandRoller, Inc. 1112 Ocean Drive, Suite 104A, Manhattan Beach, CA 90266



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FILED

CALIFORNIA SECRETARY OF STATE



28456400002 UCC 1 FILING

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 LandRoller, Incorporated				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1112 Ocean Drive		CITY Manhattan Beach	STATE CA	POSTAL CODE 90266
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any 95-4725523 <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		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
ADD'L INFO RE ORGANIZATION DEBTOR		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 Irving J Lovitt Trust FBO Harold Bertram Lovitt, Harold Bertram Lovitt TTEE				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 637 Haverford Ave.		CITY Pacific Palisades	STATE CA	POSTAL CODE 90266

4. This FINANCING STATEMENT covers the following collateral:
Borrower agrees that until the principal and interest owed under the Irving J Lovitt Trust FBO Harold Bertram Lovitt, Harold Bertram Lovitt TTEE Note are paid in full, this note will be secured equally and ratably with the Ara Lovitt Note and the Keith McNamara Note by a security agreement and Uniform Code Financing Statement giving Lender a security interest in the equipment, fixtures, inventory, accounts receivable, Patents, Trademarks, all intellectual property, and all other tangible assets of the business known as LandRoller.

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) [All Debtors] Debtor 1 Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA

PROMISSORY NOTE

Borrower Information:	
Name: LandRoller, Inc.	Date: June 30, 2010
Street Address: 1112 Ocean Drive	Apartment: Penthouse
City: Manhattan Beach	Area code/Telephone number: 310-376-5077
State: CA	Driver's License Number: N/A
Zip: 90266	Taxpayer Identification Number: 95-4725523

Lender Information:	
Name: Irving J Lovitt Trust FBO Harold B Lovitt, Harold B Lovitt TTEE	Area code/Telephone number: 310-454-4030
Street Address: 637 Haverford Avenue	
City: Pacific Palisades	
State: CA	
Zip: 90272	

Loan Information:	
Loan Amount: \$187,000	Loan Period: 3 years
Interest Rate: 15%, payable in cash or in kind at Borrower's option	Payment Schedule: Interest payments payable semiannually, and principal payable at maturity (no amortization)

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1. **Promise to Pay.** For value received, LandRoller, Inc. (Borrower) promises to pay the Irving J Lovitt Trust FBO Harold B Lovitt, Harold B Lovitt TTEE (Lender) \$187,000 and interest at the yearly rate of 15% on the unpaid balance as specified below.

2. **Installments.** Borrower will pay 15% annual simple interest, payable on a semi-annual basis, at Borrower's option, in cash or in kind, with exception of the sixth and final interest payment, which must be paid in cash at maturity along with all accrued and unpaid interest and principal. For the avoidance of doubt, if Borrower elects to make all five semi-annual interest payments in kind for which it has such an option, then at maturity Borrower will pay \$84,150 in cash in total interest payments. In all cases, Borrower will pay \$187,000 on the maturity date of June 30, 2013.

3. **Application of Payments.** Payments will be applied first to interest and then to principal.

4. **Prepayment.** Borrower may prepay all or any part of the principal without penalty.

5. **Loan Acceleration.** If Borrower is more than 30 days late in making any payment, Lender may declare that the entire balance of unpaid principal is due immediately, together with the interest that has accrued.

7. **Seniority.** Borrower agrees that this \$187,000 loan (the "Irving J Lovitt Trust FBO Harold B Lovitt, Harold B Lovitt TTEE Note") is a senior obligation of LandRoller, Inc. and all of its current and future subsidiaries and will be pari passu with the two other loans made to Borrower as part of the same general financing transactions (specifically, the "Ara Lovitt Note" and the "Keith McNamara Note").

8. **Security.** Borrower agrees that until the principal and interest owed under the Irving J Lovitt Trust FBO Harold B Lovitt, Harold B Lovitt TTEE Note are paid in full, this note will be secured, equally and ratably with the Ara Lovitt Note and the Keith McNamara Note, by a security agreement and Uniform Commercial Code Financing Statement giving Lender a security interest in the equipment, fixtures, inventory, accounts receivable, patents, trademark, all intellectual property and all other tangible and intangible assets of the business known as LandRoller.

9. **Collection Costs.** If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

10. **Warrants.** For value received, LandRoller, Inc. (Borrower) also agrees to issue to the Irving J Lovitt Trust FBO Harold B Lovitt, Harold B Lovitt TTEE warrants to purchase 374,000 shares of common stock and 187,000 warrants to purchase Series A preferred stock, at prices of \$0.01 and \$0.01, respectively, with both options exercisable on any date up to and including June 30, 2013, as set forth in a separate Irving J Lovitt Trust FBO Harold B Lovitt, Harold B Lovitt TTEE Warrant Agreement.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

Witnessed: [Signature] CHAIRMAN/OIR Date: 3.24.11

Witnessed: _____ Date: _____

Borrower: [Signature] Date: 3.24.11

Borrower: _____ Date: _____

LandRoller, Inc.

The Irving J Lovitt Trust FBO Harold Bertram Lovitt,
Harold Bertram Lovitt TTEE Warrant Agreement:

June 30, 2010

Landroller, Inc., for value received, hereby issues to
the Irving J Lovitt Trust FBO Harold Bertram Lovitt,
Harold Bertram Lovitt TTEE the following:

Warrants on 187,000 shares of the series "A" preferred
LandRoller stock and warrants on 374,000 shares of
LandRoller common stock. The strike price for each share,
both common and preferred will be \$0.01 per share. The
warrants will remain in effect until June 30, 2013.

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