PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3425525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ORGANIC ENERGY CORPORATION	07/06/2015

RECEIVING PARTY DATA

Name:	BRANDON BELANGER
Street Address:	12002 LIVE OAK DRIVE
City:	MAGNOLIA
State/Country:	TEXAS
Postal Code:	77354
Name:	COOPER COLLINS
Street Address:	12002 LIVE OAK DRIVE
City:	MAGNOLIA
State/Country:	TEXAS
Postal Code:	77380

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	8322639
Patent Number:	8398006
Patent Number:	8684288
Patent Number:	8632024
Patent Number:	8393558
Patent Number:	9061289

CORRESPONDENCE DATA

Fax Number:

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: 713-516-2670
Email: paubert@me.com
Correspondent Name: PAUL AUBERT
Address Line 1: 26511 OAK RIDGE DRIVE
Address Line 4: THE WOODLANDS, TEXAS 77380

NAME OF SUBMITTER:	PAUL AUBERT
SIGNATURE:	/Paul Aubert/
DATE SIGNED:	07/06/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 11
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "*Agreement*") dated as of September 29, 2014 is entered into by and between **Organic Energy Corporation**, a Delaware corporation ("*Company*"), and Brandon Belanger and Cooper Collins (the "*Secured Parties*" and each a "*Secured Party*").

RECITALS

A. The Company and the Secured Parties have entered into a Securities Purchase Agreement, dated as of September 29, 2014 (the "*Purchase Agreement*"), pursuant to which the Company has agreed to issue one or more secured promissory notes (the "*Notes*"), in favor of the Secured Party, in an aggregate amount of Five Hundred Thousand Dollars and No Cents ($500,000.00), in the case of the Initial Notes (as defined in the Purchase Agreement), and in an aggregate amount of Two Hundred Fifty Thousand and No Cents ($250,000.00), in the case of the Milestone Notes (as defined in the Purchase Agreement).

B. In order to induce the Secured Parties to extend the loans evidenced by the Notes, the Company has agreed to enter into this Security Agreement and to grant the Secured Parties the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company hereby agrees with each Secured Party as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms shall have the following respective meanings:

"*Collateral*" shall have the meaning given to that term in Section 2 hereof.

"*Obligations*" shall mean and include any and all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to each Secured Party of every kind and description (whether or not evidenced by any Notes or instrument and whether or not for the payment of money), now existing or hereafter arising pursuant to the terms of the Notes, including, all interest, fees, charges, expenses, attorneys' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"*UCC*" shall mean the Uniform Commercial Code as in effect in the State of Texas from time to time.

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All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Company's full and timely performance of the Obligations, the Company hereby pledges and grants to each Secured Party a security interest in all right, title and interests of the Company in and to the property described in Attachment 1 hereto (collectively and severally, the "*Collateral*"), which Attachment 1 is incorporated herein by this reference (the "*Security Interest*"). This Security Interest shall be a first and prior interest in all of the Collateral, and the Company shall not grant any other security interests in or to the Collateral or any other assets of the Company unless the Company obtains the prior written consent of each Secured Party. Notwithstanding the foregoing, the Security Interest shall not extend to and the term "*Collateral*" shall not include any property, rights or licenses to the extent the granting of a security interest therein would be contrary to applicable law.

3. Covenants Relating to Collateral. The Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the lien granted to the Secured Parties therein, and the perfection of such lien; (b) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings or instruments reasonably deemed necessary or appropriate by the Secured Parties to perfect, maintain and protect its lien hereunder; (c) to appear in and defend any action or proceeding which may affect its title to or each Secured Party's interest in the Collateral; (d) not to create, incur or permit to exist, and will take such other action as is necessary to remove, any lien or claim on or to the Collateral other than the Security Interest; (e) will advise each Secured Party promptly in writing, in reasonable detail (i) of any lien, security interest, encumbrance or claim made or asserted against any of the Collateral, (ii) of any material change in the nature or type of Collateral, (iii) of the occurrence of any other event which would have a material adverse effect on the value of the Collateral, and (iv) of any material event of default or material breach of any covenant, agreement or representation set forth in the Purchase Agreement, the Notes and this Agreement of which it becomes aware; (f) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral; and (g) in the case of after-acquired Collateral, at the time the Company acquires rights in the Collateral, to use its commercially reasonable best efforts to (i) be the bona fide owner thereof and (ii) assure that no other person has any right, title, claim or interest (by way of lien, license or otherwise) in, against or to the after-acquired Collateral. The Company also hereby authorizes each Secured Party to file any financing or continuation statements without the signature of the Company to the extent permitted by applicable law.

4. Representations and Warranties. The Company hereby represents and warrants to each Secured Party that the following are true and correct in all material respects as of the date of this Agreement:

(a) the Company is the owner of the Collateral and that no other person has any right, title, claim or interest (by way of lien, license or otherwise) in, against or to the Collateral;

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(b) no effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except as such may have been filed by the Company in favor of the Secured Parties pursuant to this Agreement; and

(c) this Agreement creates a legal and valid security interest on and in all of the Collateral in which the Company now has rights, and all filings and other actions necessary or desirable to perfect and protect the Security Interest have been duly taken or shall be effected as soon as practicable following the date hereof.

5. Defaults and Remedies.

(a) Upon the occurrence of an Event of Default (as defined in the Notes), each Secured Party may, at its option, five (5) days after written notice to the Company, do any one or more of the following:

(i) ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of the Collateral;

(ii) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction in respect of or arising out of the Collateral;

(iii) defend any suit, action or proceeding brought against the Company with respect to the Collateral;

(iv) exercise any or all of the rights and remedies provided for the benefit of such Secured Party by the UCC or any other applicable law; and

(v) require the Company to deliver possession of the Collateral or any part thereof to such Secured Party, who shall have full right to enter upon any or all of the premises and property which are connected with the Collateral to exercise its rights hereunder.

(b) Nothing in this Agreement is intended, nor shall it be construed to preclude such Secured Party from pursuing any other remedy provided by law or in equity for the collection of the Collateral.

6. Miscellaneous.

(a) Notice. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed:

(i) if to the Secured Parties, at the Secured Parties' address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof, with a copy to Paul Aubert at 26511 Oak Ridge Drive, Suite 104, The Woodlands, Texas 77380, E-mail: paubert@me.com and

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(ii) If to the Company, to Organic Energy Corporation, 700 Louisiana Street, Suite 3950, Houston, Texas 77002, Attention: George Gitschel, CEO, or at such other address as the Company shall have furnished to the Secured Party.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery via the sender's receipt of a return receipt notice or other tangible confirmation from the intended recipient.

(b) Nonwaiver. No failure or delay on each Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Agreement, the Purchase Agreement and the Notes constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. 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 (i) the Company and (ii) each Secured Party or his assigns.

(d) Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the Company and its successors and assigns and inure to the benefit of each Secured Party and his successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign this Agreement without the prior written consent of each Secured Party.

(e) Severability. If any provision of this Agreement should be found to be invalid or unenforceable to any extent, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law and the affected provision shall be construed as if it were written so as to be valid and enforceable to the maximum possible extent.

(f) Governing Law; Venue. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflicts of law rules (except to the extent governed by the UCC). The parties agree that venue for any dispute arising out of or relating to this Security Agreement shall be in Harris County, Texas.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument. Facsimile copies of signed signature pages will be deemed binding originals.

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IN WITNESS WHEREOF, the parties have caused this Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.

THE COMPANY:

ORGANIC ENERGY CORPORATION

By: *George Gitschel*

George Gitschel, Chairman and CEO

SECURED PARTIES:

Brandon Balinger

Cooper Collins

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ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title, interest, claims and demands of Company in and to the assets listed below:

(1) All now existing and hereafter United States and non-United States patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, including the following United States issued patents: US 8,322,639, US 8,398,006, US 8,684,288, US 8,632,024, and US 8,393,558; and

(2) Any and all claims, rights and interests in any of the above and all substitutions therefor, additions and accessions thereto and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

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CE

Paul Aubert PLLC
26511 Oak Ridge Drive
The Woodlands, Texas 77380
(713) 516-2570

June 16, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Organic Energy Corporation
4923 Palmetto St.
Bellaire, Texas 77401
Attention: George Gitschel, Chief Executive Officer
Phone: (832) 426-4735

With a copy to:
Organic Energy Corporation
700 Louisiana Avenue, Suite 3950
Houston, Texas 77002

Dear Mr. Gitschel:

This notice of breach and notice of an Event of Default is in reference to that certain Securities Purchase Agreement (the "Purchase Agreement") by and between Brandon Belanger and Cooper Collins (the "Investors"), and Organic Energy Corporation, a Delaware corporation ("OEC"), dated September 29, 2014 (the "Closing Date"), and the related Secured Promissory Notes issued to each Investor on the Closing Date (the "Notes"), the Common Stock Purchase Warrants issued to each investor on the Closing Date (the "Warrants"), and the Security Agreement by and between OEC and the Investors dated as of the Closing Date (the "Security Agreement" and collectively with the Purchase Agreement, the Notes and the Warrants, the "Transaction Documents"). Any capitalized terms used but not otherwise defined herein shall have the meaning attributed to such terms in the Transaction Documents.

As background, on the Closing Date the Investors provided capital to OEC under the Transaction Documents at a time when OEC was rapidly running out of cash and options for capital infusion. Mr. Gitschel informed the Investors that an executed contract with Houston would be forthcoming by no later than the end of 2014, and it was on this basis that the Investors provided cash and agreed to assist in raising further capital once the executed contract was received. This is evidenced by both the Investors' obligation to provide an additional $250,000 to OEC **upon execution of such contract** and by the Investors' covenant to assist in raising additional capital **upon execution of such contract**. To date, no such contract has been signed which has singularly impacted the Investors' ability to assist OEC in raising further capital.

Furthermore, as part of their consideration in providing capital at such a pivotal time for OEC, the Investors received the Warrants which they believed provided them an equity ownership interest in the company that would stand as ultimate parent of all operations. As a result of the New License (defined below), the equity ownership interest that the Investors believed they were receiving has been significantly diminished because OEC is no longer the ultimate parent of the Houston operation but has been relegated to receiving a small royalty. Mr. Gitschel will now receive both the full economic benefit of the Houston operation and his portion of the small royalty being paid to OEC. While this letter serves as notice under the Transaction Documents, the Investors hereby reserve all rights to take additional actions against OEC and Mr. Gitschel for these acts as equity owners of OEC.

As you will recall, the Investors have made numerous attempts to have OEC deliver proof of the approval of the reservation of the shares underlying the Warrants since the Closing Date, and have yet to receive any documentation to that effect. In addition, it has come to the attention of the Investors that (i) a lawsuit has been filed against OEC by Darren Stanton, among others, claiming that the purchase agreement with Larry Buckle and the other founding stockholders was not enforceable and that you committed acts in violation of your fiduciary duty to the company and (ii) a license agreement (the "New License") has been executed between OEC and a newly formed company that is wholly owned by Mr. Gitschel purporting to grant a license to the new company to all of the patents subject to the Security Agreement.

As a result of the matters described above, among other things, the Investors hereby deliver this notice of a breach of all of the Transaction Documents and notice of an Event of Default under the Notes. The following breaches have occurred under each of the Transaction Documents set forth below:

PURCHASE AGREEMENT

1. As a result of the apparent failure to have the shares underlying the Warrants reserved for issuance, there has been a breach of the representations and warranties contained in 2(e)(ii) (Reservation of Warrant Shares).
2. As a result of the claims made in the Stanton lawsuit, there was a breach of the representations and warranties contained in Sections 2(d) (Non-Contravention), 2(e)(i) (Issuance of Shares), 2(g) (Litigation) and 2(h) (Non-Disclosure).
3. Section 5(b) was breached because the Investors were not notified of the Stanton lawsuit for at least one month after it was served on OEC.
4. Section 5(e) was breached because the New License fails to preserve and maintain the business of OEC as it was conducted at the Closing Date and relegates OEC to being the recipient of a small royalty instead of being the ultimate parent of all operations.
5. Section 5(f) was breached because employees and other service providers have not been paid when payments have become due.
6. Section 6(a) was breached because OEC has incurred more than $50,000 in indebtedness since the Closing Date.

7. Section 6(c) was breached because the New License has changed the business of OEC to being simply an IP holding company receiving a small royalty from each operation instead of being the ultimate parent of all Eco-Hub operations.
8. Section 6(e) was breached because the New License was an affiliate transaction in direct contravention of the language contained therein, which states in pertinent part:

   > "Unless approved by a **majority of the independent members of the Company's board of directors**, directly or indirectly enter into a transaction with any current or former stockholder, director, officer or employee of the Company..."

   With no current independent board members, no such affiliate transaction could be approved without breaching this covenant. It should also be noted that this breach is incapable of being cured since the New License has been executed by both OEC and the new company, whether or not the New License is ultimately unwound.

NOTES

1. Section 4 of each Note was breached because this Section provides that a breach of any of the Transaction Documents is a breach of the Note; therefore, all breaches listed under any of the other Transaction Documents is by definition a breach of each Note.
2. Section 3(b) provides that any breach that has not been cured for five (5) business days is an Event of Default. Because the breach described in paragraph 8 under Purchase Agreement above cannot be cured, an Event of Default has already occurred.

SECURITY AGREEMENT

1. As a result of the New License, Sections 3(d) and 3(e)(i), (ii) and (iv) were all breached because the New License creates an unauthorized claim on the Collateral and the Investors were not notified promptly of the New License.
2. Section 5 of the Security Agreement permits the Investors to exercise all rights against the Collateral five days after written notice to the Company.
3. In addition, the Investors automatically receive a security interest in proceeds of the Collateral. As a result, the Investors have a security interest in all of the equity ownership interests of the company that received the New License from OEC by operation of the Security Agreement.

WARRANT

1. Section 6 of each Warrant was breached because the shares underlying each Warrant have yet to be reserved for issuance by OEC.

This letter serves as both a notice of breach under each Transaction Document and as a notice of an Event of Default under each Note because at least one of the breaches is incapable of being cured.

The Investors intend to exercise all rights as Secured Parties upon the expiration of the date which is five days from the date of this letter. This includes taking possession of the Collateral, including the equity ownership interests in the newly formed company holding the New License in the Collateral.

Furthermore, Section 8 of the Purchase Agreement purports to grant Mr. Gitschel a personal right to buy the Collateral by paying off all amounts due under the Notes within six months of an Event of Default. This personal right should be read to be a right of OEC and not Mr. Gitschel as OEC has received no consideration for this personal right. As holders of the Warrants, the Investors own an equity stake in OEC and believe that the value in OEC needs to be preserved for their benefit and for the benefit of all other equity owners of OEC.

Regards,

Paul Aubert

Paul Aubert, Attorney for the Investors

cc: Cooper Collins
Brandon Belanger