

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3825486

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	E.E. SYSTEM CORP.	08/31/2013
RECEIVING PARTY DATA		
Name:	RONALD JOHN SEGUIN	
Street Address:	904 CLIVEDEN AVENUE	
City:	DELTA	
State/Country:	CANADA	
Postal Code:	V3M 5R5	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14033491
CORRESPONDENCE DATA		
Fax Number:	(780)433-5719	
<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:	780-448-0606	
Email:	tony@lambertlaw.ca	
Correspondent Name:	ANTHONY R. LAMBERT	
Address Line 1:	#200, 10328 - 81 AVENUE	
Address Line 4:	EDMONTON, CANADA T6E 1X2	
ATTORNEY DOCKET NUMBER:	5226-1	
NAME OF SUBMITTER:	ANTHONY R. LAMBERT	
SIGNATURE:	/tonylambert#32813/	
DATE SIGNED:	04/12/2016	
Total Attachments: 17		
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SECOND AMENDING AGREEMENT

THIS AGREEMENT made with effect the 31st day of August, 2013.

BETWEEN:

E.E. SYSTEM CORP., a Company incorporated under the laws of the Province of British Columbia and having its registered and records office at 111 Wallace Street, Nanaimo, British Columbia V9R 5L9

(hereinafter called the "**Borrower**")

OF THE FIRST PART

AND:

RONALD JOHN SEGUIN, Businessman, c/o 904 Cliveden Avenue, Delta, British Columbia V3M 5R5

(hereinafter called the "**Lender**")

OF THE SECOND PART

AND:

JOSEPH PETER BAJAN, Businessman, of 788 Morpeth Street, Nanaimo, British Columbia V9S 5A1

(hereinafter called "**Bajan**")

OF THE THIRD PART

WHEREAS:

- A. The Borrower and Lender did enter into a loan agreement made with effect January 1, 2006 (the "**Loan Agreement**").
- B. The Borrower and Lender did enter into an amending agreement made with effect August 31, 2010 (the "**Amending Agreement**"), a copy of which is attached hereto as Schedule "A" which includes a copy of the Loan Agreement as Schedule "A" of the Amending Agreement.
- C. The principal and interest outstanding pursuant to the Loan Agreement were due and payable as at December 31, 2006 which was subsequently changed pursuant to the Amending Agreement to December 31, 2011.

- D. The parties hereto have from time to time verbally agreed to extend the Loan Agreement and the due date for repayment of the loans advanced pursuant to the Loan Agreement, the Amending Agreement or this Agreement (the "**Loan**") and wish by this Agreement to formalize those extensions and agree upon further extensions.
- E. The parties wish by this Agreement to confirm the total advances provided by the Lender to the Borrower, provided for further advances and agree upon a new due date when the principal and interest outstanding pursuant to the Loan Agreement will become due and payable.

NOW THEREFORE THIS AGREEMENT WITNESSTH and the parties hereto do hereby agree each with the other as follows:

1. The Loan Agreement shall remain in full force and effect with the following amendments:
 - (a) The amount outstanding under the Loan Agreement as amended by the Amending Agreement inclusive of interest is the sum of Six Hundred Thirty-Two Thousand Five Hundred Fifty-Nine Dollars and Seventy-Two Cents (\$632,559.72) as at August 31, 2013.
 - (b) The principal balance outstanding pursuant to the Loan Agreement shall continue to bear interest at the rate of Seven Percent (7%) per annum calculated from August 31, 2013.
 - (c) The Loan Agreement is amended by changing the balance due date for the Loan from December 31, 2011 to August 29, 2014, and the parties agree that absent an event of default the monies due under the Security Documents shall not be due until August 29, 2014.
 - (d) The Borrower wishes to borrow further funds of One Hundred Eighty-Three Thousand Four Hundred Dollars (\$183,400.00) (the "**Further Borrowings**"). Unless there has been a default under the Loan Agreement, the Lender agrees to advance the Further Borrowings based upon a monthly budget. The monthly budget shall be subject to the approval of the Lender acting reasonably accordingly to what a lender acting reasonably in similar circumstances would approve.
 - (e) The liens created under the Security Documents as defined in the Loan Agreement shall be effective and continuing whether the Loan or any parts thereof shall have been advanced before or after or at the same time as the creation of such liens or before or after the date of execution of the Loan Agreement or the Amending Agreement or this Second Amending Agreement.
 - (f) (i) The definition of "Technology" referred to in the Loan Agreement is amended to include the following patents as and when said patents are issued, the anticipated date of such issue being September 24, 2013:

- (a) Patent No. US8,041,646
Method and System for Real Time Online Debt Transactions;
- (b) Patent No. US8,543,495
Online Electronic Transaction and Funds Transfer Method and Systems.
- (ii) With respect to the Borrower's representations and warranties set out in paragraph 8 of the Loan Agreement, the Borrower affirms and restates that the same are true and correct as of the date hereof and further represents and warrants that the Technology described in the Loan Agreement is all of the Technology for which the Borrower has applied for patents and that the Technology is all that is required to make the patents applied for by the Borrower fully operational.
- (iii) The Technology described in the Loan Agreement includes all of the Borrower's interest for Canada, the United States and the entire world in the patent applications set out therein, the inventions described therein, any patent granted from the patent applications and any patent or patent application claiming domestic or foreign priority from any one or more of the patent applications, including the right to claim priority from the patent applications under any national law or international convention.
- (g) The Borrower further represents and warrants that no event of default as set out in the Loan Agreement or the General Security Agreement has occurred nor have any events occurred which to the best of the knowledge of the Borrower would cause an event of default under the Loan Agreement or the General Security Agreement.
- (h) The Lender shall be free to amend the registration of the General Security Agreement by extending the expiry date of same to a date as of or later than the due date of the Loan as amended herein.
- 2. The Borrower shall execute and deliver to the Lender such other additional or supplemental security documents, instruments, financing statements as the Lender may at any time or from time to time hereafter reasonably request.
- 3. Bajan affirms and acknowledges his agreement in the Loan Agreement that any interest he may have in Technology as described in the Loan Agreement is secured by the General Security Agreement and he agrees that the consideration granted by the Lender hereto is sufficient consideration for his covenant as well.
- 4. No amendment or waiver of any provision of any loan document or consent to any departure by the Borrower from any provision hereof is effective unless it is in writing and signed by the Lender. Such amendment, waiver or consent shall be effective only with specific instance and for the specific purpose for which it is given.

5. The Notice provisions of the Loan Agreement shall remain the same.
6. Time shall be reinstated as being of the essence and shall remain of the essence of this Second Amending Agreement, the Amending Agreement, the Loan Agreement and the General Security Agreement.
7. This Second Amending Agreement together with the Amending Agreement, the Loan Agreement and the General Security Agreement set forth the entire understanding between the parties and contain all of the terms and conditions agreed upon by the parties with reference to the subject matter of those Agreements. No agreements, oral or otherwise, shall be deemed to exist or bind any of the parties.
8. This Second Amending Agreement shall be exclusively construed according to the laws of the Province of British Columbia and the parties hereby agree that the courts of the Province of British Columbia shall have exclusive jurisdiction with respect thereto.
9. The parties hereto do hereby agree to do such further acts and deeds and provide such other documentation as may be necessary to give effect to this Second Amending Agreement, the Amending Agreement, the Loan Agreement and the General Security Agreement.
10. This Second Amending Agreement may be executed in any number of counter-parts, by facsimile or email, each of which shall together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counter-part, facsimile or email.
11. This Second Amending Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed as of the day and year first above written.

E.E. SYSTEM CORP.

has caused this Agreement to be executed in its
corporate name on its behalf by its President
in the presence of:

V.R. Bajan

Signature of Witness

V.R. BAJAN

Name

188 MORPETH AVENUE NAWAMO

Address

CLERK

Occupation

E.E. SYSTEM CORP.

Per:

Joseph Bajan

President

SIGNED, SEALED AND DELIVERED
in the presence of:

D. Bertrand
Signature of Witness
Diane Bertrand
Name
1902-5306 Hwy 60 Acheson, AB T7X5A7
Address
K+D Food Scientist
Occupation

[Signature]
RONALD JOHN SEGUIN

SIGNED, SEALED AND DELIVERED
in the presence of:

V.R. Bajan
Signature of Witness
V.R. BAJAN
Name
188 MORPETH AVE NANAIMO
Address
CLERK
Occupation

[Signature]
JOSEPH PETER BAJAN

SCHEDULE "A"

AMENDING AGREEMENT

THIS AGREEMENT made with effect the 31st day of August, 2010.

BETWEEN:

E.E. SYSTEM CORP., a Company incorporated under the laws of the Province of British Columbia and having its registered and records office at 111 Wallace Street, P.O. Box 667, Nanaimo, BC, V9R 5L9.

(hereinafter called the "Borrower")

OF THE FIRST PART

AND:

RONALD JOHN SEGUIN, Businessman, c/o 904 Cliveden Avenue, Delta, BC, V3R 5L5

(hereinafter called the "Lender")

OF THE SECOND PART

AND:

JOSEPH PETER BAIAN, Businessman, of 788 Morpeth Avenue, Nanaimo, BC, V9R 6A1

(hereinafter called "Bajan")

OF THE THIRD PART

WHEREAS:

- A. The Borrower and Lender did enter into a loan agreement (the "Loan Agreement") made with effect January 1st, 2006, a copy of which is attached hereto as Schedule "A";
- B. The principle and interest outstanding pursuant to the Loan Agreement were due and payable as at December 31st, 2006;
- C. The parties hereto have from time to time verbally agreed to extend the Loan Agreement and the due date for repayment of the Loan;
- D. The Lender hereto has made further advances to the Borrower and the parties each do acknowledge those additional advances;

- E. The Borrower is unable to repay the balance outstanding under the Loan Agreement and the Lender has agreed to forbear suit.

NOW THEREFORE THIS AGREEMENT WITNESSETH and the parties hereto do hereby agree each with the other as follows:

1. The Loan Agreement shall remain in full force and effect with the following amendments:
 - (a) The amount outstanding under the Loan Agreement inclusive of interest is the sum of Four Hundred & Twenty-One Thousand One Hundred and Seventy-Two Dollars and Thirteen Cents (\$421,172.13) as at August 31st, 2010;
 - (b) The principle balance outstanding pursuant to the Loan Agreement shall continue to bear interest at the rate of Seven Percent (7%) per annum calculated from August 31st, 2010;
 - (c) The Borrower acknowledges the receipt of additional monies over and above the Three Hundred Thousand (\$300,000.00) Dollars set out in the Loan Agreement, such additional monies being provided by the Lender in the principle amount of Twenty-Eight Thousand & Sixteen Dollars and Ninety-Five Cents (\$28,016.95) and that the total principle outstanding is Three Hundred & Twenty-Eight Thousand Sixteen Dollars and Ninety-Five Cents (\$328,016.95) and that the total interest outstanding is Ninety-Three Thousand One Hundred & Fifty-Five Dollars and Eighteen Cents (\$93,155.18) for a total Loan balance outstanding of Four Hundred & Twenty-One Thousand One Hundred and Seventy-Two Dollars and Thirteen Cents (\$421,172.13) all as at August 31st, 2010;
 - (d) The Loan Agreement is amended by changing the Balance Due Date from December 31st, 2006 to December 31st, 2011;
 - (e) The Borrower is desirous of borrowing further funds from the Lender;
 - (f) The balance due under the Loan Agreement shall be the amount outstanding from time to time including further advances of principle made by the Lender to the Borrower together with interest accrued and accruing thereon;
 - (g) In order to evidence the indebtedness the Borrower shall execute and deliver a Promissory Note in the amount of One Million (\$1,000,000.00) Dollars to the Lender;
 - (h) Notwithstanding the Promissory Note the Lender shall not be obligated to advance any further funds;
 - (i) The liens created under the Security Documents as defined in the Loan Agreement shall be effective and continuing whether the Loan or any parts thereof shall have

been advanced before or after or at the same time as the creation of such liens or before or after the date of execution of the Loan Agreement or this Amending Agreement;

- (j) With respect to the Borrower's representations and warranties set out in paragraph 8 of the Loan Agreement, the Borrower affirms and restates that the same are true and correct as of the date hereof and further represents and warrants that the Technology described in the Loan Agreement is all of the Technology for which the Borrower has applied for patents and that the Technology is all that is required to make the patents applied for by the Borrower fully operational;
 - (k) The Borrower further represents and warrants that no event of default as set out in the Loan Agreement or the General Security Agreement has occurred nor have any events occurred which to the best of the knowledge of the Borrower would cause an event of default under the Loan Agreement or the General Security Agreement;
 - (l) The Lender shall be free to amend the registration of the General Security Agreement by extending the expiry date of same to a date as of or later than the due date of the Loan as amended herein.
- 2. The Borrower shall execute and deliver to the Lender such other additional or supplemental security documents, instruments, financing statements as the Lender may at any time or from time to time hereafter reasonably request;
 - 3. Bajan affirms and acknowledges his agreement in the Loan Agreement that any interest he may have in the Technology as described in the Loan Agreement is secured by the General Security Agreement and he agrees that the consideration granted by the Lender hereto is sufficient consideration for his covenant as well;
 - 4. No amendment or a waiver of any provision of any loan document or consent to any departure by the Borrower from any provision hereof is effective unless it is in writing and signed by the Lender. Such amendment, waiver or consent shall be effective only with specific instance and for the specific purpose for which it is given;
 - 5. The Notice provisions of the Loan Agreement shall remain the same;
 - 6. Time shall be reinstated as being of the essence and shall remain of the essence of this Agreement, Loan Agreement and the General Security Agreement;
 - 7. This Amending Agreement together with the Loan Agreement and the General Security Agreement set forth the entire understanding between the parties and contain all of the terms and conditions agreed upon by the parties with reference to the subject matter of those Agreements. No agreements, oral or otherwise, shall be deemed to exist or bind any of the parties.
 - 8. This Agreement shall be exclusively construed according to the laws of the Province of

9. The parties hereto do hereby agree to do such further acts and deeds and provide such other documentation as may be necessary to give effect to this Agreement, the Loan Agreement and the General Security Agreement;
10. This Agreement may be executed in any number of counter-parts or by facsimile, each of which shall together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counter-part or facsimile;
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed as of the day and year first above written.

E.E. SYSTEM CORP.

Per:

Authorized Signatory

SIGNED, SEALED AND DELIVERED by
RONALD JOHN SEGUTIN in the presence of

Diane Bertrand Ryscher

Name _____

802-53016 Hwy 60
Acheson AB T7X5A7


Address

R.T.D. Food Scientist
Occupation

RONALD JOHN SEGUIN

PATENT

SIGNED, SEALED AND DELIVERED by
JOSEPH PETER BAJAN in the presence of


Name Adam Bajan

788 Harpoth Ave
Address Nanaimo, BC

Student
Occupation


JOSEPH PETER BAJAN

Schedule "A"

THIS AGREEMENT made with effect the 1st day of January, 2006.

BETWEEN:

E.E. SYSTEM CORPORATION, a Company incorporated under the laws of the Province of British Columbia and having its registered and records office at 111 Wallace Street, P.O. Box 667, Nanaimo, BC, V9R 5L9.

(hereinafter called the "Borrower")

OF THE FIRST PART

AND:

RONALD JOHN SEGUIN, Businessman, c/o 904 Cliveden Avenue, Delta, BC, V3R 5L5

(hereinafter called the "Lender")

OF THE SECOND PART

AND:

JOSEPH PETER BAJAN, Businessman, of 788 Morpeth Avenue, Nanaimo, BC, V9R 6A1

(hereinafter called "Bajan")

OF THE THIRD PART

WHEREAS:

- A. Pursuant to a Promissory Note dated November 12th, 2002, (the "Promissory Note") the Borrower did promise to pay to the Lender the sum of One Hundred Thousand (\$100,000.00) Dollars, which said sum was due and payable on December 31st, 2005;
- B. The Borrower was unable to repay the monies owing pursuant to the Promissory Note on the due date;
- C. The Borrower is desirous of borrowing additional funds from the Lender;
- D. The Borrower is the owner of and is in the process of developing certain technology more particularly known and described as:

- a. United States patent application number 09/667621
Online Electronic Transaction and Funds Transfer Method and System
- b. United States provisional patent application number 600/690488
Method and System for Real Time Online Debit Transactions

(the "Technology")

NOW THEREFORE in consideration of the forbearance of suit by the Lender the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Lender agrees to lend to the Borrower up to Three Hundred Thousand (\$300,000.00) Dollars for the purpose of developing the Technology;
2. The sum of One Hundred Thousand (\$100,000.00) Dollars shall be advanced for the purpose of repaying the Promissory Note;
3. The sum of Three Hundred Thousand (\$300,000.00) Dollars shall bear interest at the rate of Seven (7%) Percent per annum calculated from January 1st, 2006;
4. The said sum of Three Hundred Thousand (\$300,000.00) Dollars shall be due and payable on December 31st, 2006;
5. As evidence of, or security in favour of the Lender, the Borrower shall executed and deliver to the Lender:
 - (a) A Promissory Note in the principal amount of Three Hundred Thousand (\$300,000.00) Dollars;
 - (b) A General Security Agreement charging all of the Borrowers present and after acquired personal property including the Technology;(the "Security Documents")
6. The liens created under the Security Documents shall be effective and continuing, whether the loan or any part thereof shall be advanced before or after or at the same time as the creation of any such liens or before or after the date of execution of this Agreement;
7. The Borrower shall execute and deliver to the Lender such other additional or supplemental security documents, instruments and financing statements as the Lender may at any time or from time-to-time hereafter reasonably request;

8. The Borrower represents and warrants:
 - (a) That it is the sole owner of the Technology and its component elements;
 - (b) That all copyrights to the Technology and its component elements are owned by the Borrower;
 - (c) That any rights held by any other person or persons with respect to any aspect of the Technology or its component elements have been assigned to the Borrower;
9. Bajan agrees that any interest he may have in the Technology is secured by the General Security Agreement and agrees that the consideration granted by the Lender hereto is sufficient consideration for his covenant as well;
10. The parties hereto do hereby agree that the Lender is not obliged to lend the full sum of Three Hundred Thousand (\$300,000.00) Dollars;
11. The occurrence of any of the following shall constitute an event of default:
 - (a) the failure of the Borrower to pay when due the principal and interest on the said sum of Three Hundred Thousand (\$300,000.00) Dollars or any other amounts owing under this Agreement or the Security Documents;
 - (b) if the Borrower fails to perform or observe any covenant, condition or obligation contained in any document executed with respect to this transaction and after notice has been given by the Lender to the Borrower specifying such default and requiring the Borrower to put an end to same, the Borrower fails to remedy such default within seven (7) days after the giving of notice, or where the Lender considers, acting reasonably and having regard to prudent lending practices, that such default cannot be cured within such seven (7) day period, such longer period as may be reasonably necessary to cure such default provided the Borrower is diligently proceeding to cure such default and the Lender is satisfied that the position of the Lender is not adversely affected;
 - (c) any representation or warranty made by the Borrower in any document relating to this transaction is found to false or incorrect in any way so as to make it materially misleading when made or deemed to have been made;
 - (d) the Borrower:
 - (i) seeking an order to adjudicate it a bankrupt or insolvent;

- (ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection of or relief of it or making a proposal with respect to it under any law relating to bankruptcy, insolvency, compromise of debts or other similar laws;
- (iii) seeking the appointment of a receiver, trustee in bankruptcy, agent, custodian or other similar official for it or any part of its properties or assets;

and such proceedings not contested in good faith by appropriate proceedings or, if so contested, remains outstanding, undismissed and unstayed for more than fifteen (15) days from the institution of such first mentioned proceeding;

- (e) any execution, distress or enforcement process, whether by Court Order or otherwise, becomes enforceable against any property or asset of the Borrower;
 - (f) any of the liens created by the Security Documents becomes ineffective, unperfected or noncompliant with its required priority hereunder unless such event is cured immediately upon the Borrower acquiring knowledge thereof or the Lender providing notice thereof, and provided there has been no prejudice to the Lender;
12. Upon the occurrence of any event of default the Lender may at its sole option;
- (a) declare all of the monies owing pursuant to this Agreement and Security Documents due and payable;
 - (b) realize upon any part of the security granted pursuant to the Security Documents;
13. No amendment or waiver of any provision of any loan document or consent to any departure by the Borrower from any provision thereof is effective unless it is in writing and signed by the Lender. Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given;
14. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile or by hand delivery as hereinafter provided. Any such notice, if sent by facsimile, shall be deemed to have been received on the business day after the day of sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below. Notice of change of address shall also be governed by this section. Notices and other communication shall be addressed as follows:

If to the Borrower:

111 Wallace Street, P.O. Box 667, Nanaimo, BC, V9R 5L9

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If to the Lender:

904 Cliveden Avenue, Delta, BC, V3R 5L5

If to Bajan:


788 Morpeth Avenue, Nanaimo, BC, V9R 6A1

15. Time shall be of the essence of this Agreement;
16. This Agreement sets forth the entire understanding between the parties and contains all of the terms and conditions agreed upon by the parties with reference to the subject matter of this Agreement. No agreements, oral or otherwise, shall be deemed to exist or bind any of the parties and all prior arrangements and understandings are supercede hereby;
17. This Agreement shall be exclusively construed according to the laws of the Province of British Columbia and the parties hereby agree that the courts of the Province of British Columbia shall exclusive jurisdiction with respect thereto;
18. The parties hereto do hereby agree to do such further acts and deeds and provide such other documentation as may be necessary to give effect to this Agreement;
19. This Agreement may be executed in any number of counter-parts or by facsimile, each of which shall together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counter-part or facsimile;
20. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, and permitted assigns..

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed as of the day and year first above written.

E.E. System Corporation

Per:



Authorized Signatory

SIGNED, SEALED AND DELIVERED by
RONALD JOHN SEGUIN in the presence of

RONALD J. SEGGIN
Name

904 CLIVEDEN AVE.
Address: TA, B.C.

Byson ESS 1790
Occupation

RONALD JOHN SEGUIN

SIGNED, SEALED AND DELIVERED by
JOSEPH PETER BAJAN in the presence of

Name _____

Address

Occupation

JOSEPH PETER SAJAN

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SIGNED, SEALED AND DELIVERED by
RONALD JOHN SEGUIN in the presence of

Name

Address

Occupation

RONALD JOHN SEGUIN

SIGNED, SEALED AND DELIVERED by
JOSEPH PETER BAJAN in the presence of

J. P. Bajan
Name

788 Horpeth Ave
Address Denaino, BC

Clerk
Occupation

J. P. Bajan
JOSEPH PETER BAJAN