

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4076723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FINANCING STATEMENT (PROMISSORY NOTE)
CONVEYING PARTY DATA	
Name	Execution Date
ONE CLIQUE, INC.	09/01/2016
RECEIVING PARTY DATA	
Name:	COLUMBIA ELEVATOR PRODUCTS COMPANY, INC.
Street Address:	380 HORACE STREET
City:	BRIDGEPORT
State/Country:	CONNECTICUT
Postal Code:	06610
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9215909
CORRESPONDENCE DATA	
Fax Number:	(860)275-8299
<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:	8602758285
Email:	jscheib@rc.com
Correspondent Name:	JACQUELINE P. SCHEIB
Address Line 1:	280 TRUMBULL STREET
Address Line 2:	ROBINSON & COLE LLP
Address Line 4:	HARTFORD, CONNECTICUT 06103
NAME OF SUBMITTER:	JACQUELINE P. SCHEIB
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	09/30/2016
Total Attachments: 10	
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SECURED GRID PROMISSORY NOTE

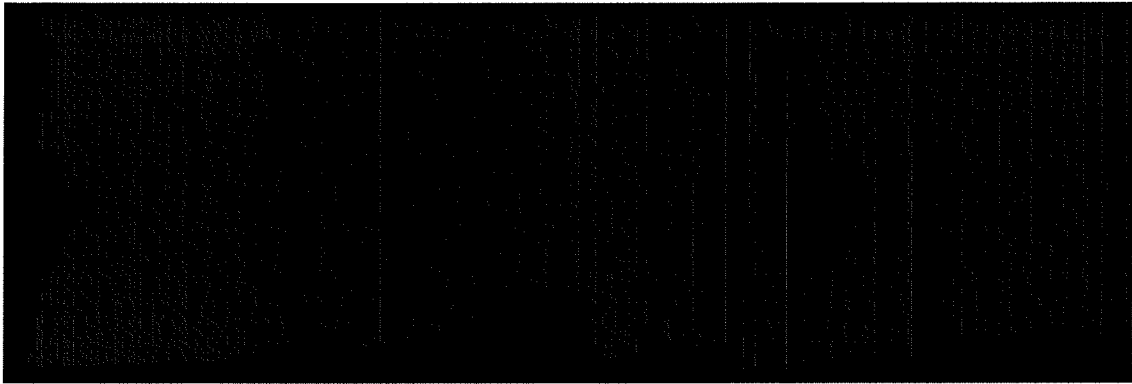
September 1, 2016

FOR VALUE RECEIVED, ONE CLIQUE, INC., a Delaware corporation ("Maker") having an office at 380 Horace Street, Bridgeport, CT 06610 hereby promises to pay to the order of COLUMBIA ELEVATOR PRODUCTS COMPANY, INC. (together with its successors and assigns, "Holder"), with an office at 380 Horace Street, Bridgeport, CT 06610, the aggregate unpaid principal amount of all amounts advanced by Holder to Maker pursuant to and under this Secured Grid Promissory Note (this "Note") and endorsed on the grid attached hereto as Schedule I and made a part hereof or as otherwise noted on the records of Holder, together with interest as specified in Section 3 below, ON DEMAND, as provided in this Note.

1. Advances.

2. Use of Proceeds. Maker shall use all Advances for general corporate purposes.

3. Interest.



4. Security.

(a) Grant of Security Interest. To secure the prompt and complete payment, observance and performance of the obligations under this Note, Maker hereby grants to Holder a continuing security interest in and lien upon all of its personal and fixture property, including without limitation, all of the following property, whether now owned or hereafter acquired, and wherever located (the "Collateral");

- (i) all Accounts;
- (ii) all Chattel Paper, including electronic chattel paper;
- (iii) all Commercial Tort Claims;
- (iv) all Deposit Accounts;
- (v) all Documents;
- (vi) all General Intangibles, including Payment Intangibles, Software and intellectual property;
- (vii) all Goods, including Inventory, Equipment and Fixtures;
- (viii) all Instruments;
- (ix) all Investment Property;
- (x) all Letter-of-Credit Rights;
- (xi) all Supporting Obligations;
- (xii) all monies, whether or not in the possession or under the control of Holder;

(xiii) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any person for loss, damage or destruction of any Collateral; and

(xiv) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to the foregoing.

Capitalized terms that are used and not defined in this Section 4 shall have the respective meanings assigned thereto in the Uniform Commercial Code as in effect in the State of Connecticut (the "UCC").

(b) No Assumption of Liability. The Lien on collateral granted hereunder is given as security only and shall not subject Holder to, or in any way modify, any obligation or liability of Maker relating to any Collateral.

(c) Financing Statements; Power of Attorney. Maker authorizes Holder at Maker's expense to file any financing statements and/or amendments thereto relating to the Collateral (without Maker's signature thereon) which Holder deems appropriate that (a) indicate the Collateral (i) as "all assets" of Maker or words of similar effect, if appropriate, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) by specific Collateral category, and (b) provide any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment. Maker irrevocably appoints Holder as its attorney in fact to execute any such financing statements and/or control agreements in Maker's name and to perform all other acts, at Maker's expense, which Holder deems appropriate to perfect and to continue perfection of the security interest of Holder. Upon the occurrence and during the continuance of an Event of Default, Maker hereby appoints Holder as its attorney in fact to endorse, present and collect on behalf of Maker and in Maker's name any Payment Items or other documents necessary or desirable to collect any amounts which Maker may be owed. Holder is hereby granted, effective upon the occurrence and during the continuance of an Event of Default, a license or other right to use, without charge, Maker's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral, and Maker's rights under all licenses and all franchise agreements shall inure to Holder's benefit.

(d) Further Assurances. Promptly upon request, Maker shall deliver such instruments, assignments, title certificates, or other documents or agreements, and shall take such actions, as are reasonably necessary under applicable law to evidence or perfect Holder's lien on any Collateral, or otherwise to give effect to the intent of this Note. Maker shall not change its name or change its form or state of organization without providing advance notice to Holder.

5. Representations and Warranties of Maker. Maker hereby makes the following representations and warranties to Holder as of the date hereof and as of the date of each Advance:

(a) Maker is a company validly organized and existing and in good standing under the laws of the State of Delaware and has power and authority to own its property and conduct its business as presently conducted by it.

(b) The execution, delivery and performance of this Note by Maker and the borrowings and transactions contemplated hereby and thereby:

(i) are within Maker's powers, and have been duly authorized by Maker by all necessary action;

(ii) do not require any approval or consent of, or filing with, any governmental agency or authority bearing on the validity of such instruments and borrowings which is required by law or the regulation of any such agency or authority, and are not in contravention of law or the terms of Maker's organizational and governing documents, or any amendments thereof;

(iii) will not conflict with or result in any breach or contravention of or the creation of any lien under, any indenture, agreement, lease, instrument or undertaking to which Maker is a party or by which it or any of its properties are bound (except for the lien created hereunder); and

(iv) are and will be the valid and legally binding obligations of Maker, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights, and except to the extent that the availability of equitable remedies with respect to such obligations may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

6. Events of Default. "Event of Default" shall mean:

(a) Maker fails to make any payment of principal, interest or any other amounts owing hereunder immediately upon demand by Holder;

(b) Maker makes a general assignment for the benefit of creditors, or shall apply for or consent to the appointment of or taking possession by a trustee, receiver or liquidator (or other similar official) of Maker or any substantial part of the property of Maker, or shall commence a case or have an order for relief entered against it under the bankruptcy, insolvency or other similar laws, as now or hereafter constituted, or any other applicable bankruptcy, insolvency or other similar law, or if Maker shall take any action to dissolve or liquidate; or

(c) there is commenced against Maker any case under the insolvency or bankruptcy or similar laws, as now or hereafter constituted, or if a decree shall be entered appointing a trustee, receiver or liquidator (or other similar official) of Maker or any substantial part of the property of Maker and such case, order or decree shall not have been dismissed within sixty (60) calendar days of the date of such commencement.

Upon the occurrence of any Event of Default, Holder may exercise any and all rights or remedies afforded under any agreement, by law, at equity or otherwise, including the rights and remedies of a secured party under the UCC. Such rights and remedies include the rights to (i) take possession of any Collateral; (ii) require Maker to assemble Collateral, at Maker's expense, and make it available to Holder at a place designated by Holder; (iii) enter any premises where Collateral is located and store Collateral on such premises until sold (and if the premises are owned or leased by Maker, Maker agrees not to charge for such storage); and (iv) sell or otherwise dispose of any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale, with such notice as may be required by applicable law, in lots or in bulk, at such locations, all as Holder, in its discretion, deems advisable. Maker agrees that 10 days' notice of any proposed sale or other disposition of Collateral by Holder shall be reasonable. Holder shall have the right to conduct such sales on Maker's premises, without charge, and such sales may be adjourned from time to time in accordance with applicable law. Holder shall have the right to sell, lease or otherwise dispose of any Collateral for cash, credit or any combination thereof, and Holder may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may set off the amount of such price against the obligations under this Note.

7. Notices. All notices and other communications given to any party hereto pursuant to this Note shall be in writing and shall be hand delivered, or sent either by (a) an overnight express courier service that provides written confirmation of delivery, or (b) electronic mail transmission (provided that a confirming copy is sent by overnight express courier service that provides written confirmation of delivery), addressed as follows:

(a) If to Maker, to:

One Clique, Inc.
c/o Sandra Saccullo
18 West 69th Street, Apt 5B
New York, NY 10023

(b) If to Holder, to:

Columbia Elevator Products
380 Horace Street
Bridgeport, CT 06610

Any communication given in conformity with this Section 7 shall be effective upon the earlier of actual receipt or deemed delivery. Delivery shall be deemed to have occurred as follows: if hand delivered on the day so delivered; if sent by electronic mail, upon written confirmation by the recipient of effective transmission or upon telephone confirmation of receipt; and if sent by overnight express courier service, the next business day. Any party may at any time change its address for receiving communications pursuant to this Section 7 by giving notice of a new address in the manner provided herein.

8. Waivers and Amendments. No term of this Note may be waived, modified or amended except by an instrument in writing signed by Maker and Holder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and a waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion.

9. Successors and Assigns. Maker may not assign or delegate its rights or obligations hereunder without the prior written consent of the Holder. Holder may assign or delegate its rights or obligations hereunder without the prior written consent of Maker. This Note shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

10. Governing Law; Consent to Forum. **THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES. MAKER HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER CONNECTICUT, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS NOTE, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, MAKER IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. Nothing herein shall limit the right of Holder to bring proceedings against Maker in any other court. Nothing in this Agreement shall be deemed to preclude enforcement by Holder of any judgment or order obtained in any forum or jurisdiction.**

11. Certain Waivers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (A) ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION, ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS NOTE, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS,

STATEMENTS OR ACTIONS OF HOLDER RELATING TO THE ADMINISTRATION OF THIS NOTE OR ENFORCEMENT OF THIS NOTE AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; (B) NOTICE PRIOR TO TAKING POSSESSION OR CONTROL OF ANY COLLATERAL; (C) ANY BOND OR SECURITY THAT MIGHT BE REQUIRED BY A COURT PRIOR TO ALLOWING HOLDER TO EXERCISE ANY RIGHTS OR REMEDIES; (D) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS; (E) ANY CLAIM AGAINST HOLDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) IN ANY WAY RELATING TO ANY ENFORCEMENT ACTION, OBLIGATIONS, THIS NOTE OR TRANSACTIONS RELATING THERETO; AND (F) NOTICE OF ACCEPTANCE HEREOF. MAKER ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO HOLDER ACCEPTING THIS NOTE AND THAT HOLDER IS RELYING UPON THE FOREGOING IN ITS DEALINGS WITH MAKER. MAKER HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL AND OTHER RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. Commercial Transaction: Prejudgment Remedy Waiver. MAKER REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A "COMMERCIAL TRANSACTION" WITHIN THE MEANING OF CHAPTER 903A OF CONNECTICUT GENERAL STATUTES, AS AMENDED. MAKER HEREBY WAIVES ITS RIGHT TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a ET. SEQ. AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES HOLDER MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. MORE SPECIFICALLY, MAKER ACKNOWLEDGES THAT HOLDER'S ATTORNEY MAY, PURSUANT TO CONN. GEN. STAT. §52-278f, ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. MAKER ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY AS AFORESAID AND HOLDER ACKNOWLEDGES MAKER'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT. MAKER FURTHER WAIVES ITS RIGHTS TO REQUEST THAT HOLDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT MAKER AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY HOLDER AND WAIVE ANY OBJECTIONS TO ANY PREJUDGMENT REMEDY OBTAINED BY HOLDER.

13. Expenses. Maker shall reimburse Holder for all reasonable and documented legal fees and expenses incurred by Holder in connection with the preparation, negotiation and execution of this Note and the agreements, documents and instruments related hereto and the consummation of the transactions contemplated hereby and thereby. If this Note shall be collected by legal proceedings or through a probate or bankruptcy court, or shall be placed with attorneys for collection, the undersigned shall pay all costs of collection, including reasonable attorneys' fees.

14. Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

[signature page follows this page]

Executed as a sealed instrument as of the date first above written.

MAKER:

ONE CLIQUE, INC.

By: Sandra Saccullo
Name: SANDRA SACCULLO
Title: PRESIDENT

HOLDER:

ACCEPTED AND AGREED:

COLUMBIA ELEVATOR PRODUCTS COMPANY, INC.

Louis J. Blaiotta
By: Louis J. Blaiotta
President

Secured Grid Promissory Note

PATENT
REEL: 040184 FRAME: 0695

Schedule I

SECURED GRID PROMISSORY NOTE
ADVANCES AND PAYMENTS OF PRINCIPAL
(Secured Grid Promissory Note dated as of September 1, 2016,
made by ONE CLIQUE, INC.

DATE (m/d/y)	LOAN AMOUNT	AMOUNT PAID	INTEREST AND OTHER ADJUST- MENTS	UNPAID BALANCE	NOTATION MADE BY