

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4296801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUEST INSPAR, LLC	03/28/2016
RECEIVING PARTY DATA	
Name:	QUEST COMPANIES, LLC
Street Address:	19823 58TH PLACE SOUTH
Internal Address:	SUITE 200
City:	KENT
State/Country:	WASHINGTON
Postal Code:	98032
Name:	FIVE ELMS EQUITY FUND II, L.P.
Street Address:	3500 WEST 75TH STREET
Internal Address:	SUITE 350
City:	PRAIRIE VILLAGE
State/Country:	KANSAS
Postal Code:	66208
Name:	FIVE ELMS II COINVEST, L.P.
Street Address:	3500 WEST 75TH STREET
Internal Address:	SUITE 350
City:	PRAIRIE VILLAGE
State/Country:	KANSAS
Postal Code:	66208
Name:	FRONTIER FIVE ELMS II, L.P.
Street Address:	3500 WEST 75TH STREET
Internal Address:	SUITE 350
City:	PRAIRIE VILLAGE
State/Country:	KANSAS
Postal Code:	66208
Name:	HEARTLAND OPPORTUNITY FUND 1, L.P.
Street Address:	3500 WEST 75TH STREET
Internal Address:	SUITE 350
City:	PRAIRIE VILLAGE

PATENT

State/Country:	KANSAS
Postal Code:	66208
Name:	GREENWAY CAPITAL, L.P.
Street Address:	4801 MAIN STREET
Internal Address:	10TH FLOOR
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64112
Name:	KEVIN STERN
Street Address:	18303 STARBOARD DRIVE
City:	NASSAU BAY
State/Country:	TEXAS
Postal Code:	77058

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7591901
Patent Number:	7682655
Patent Number:	8298613
Patent Number:	7726256
Patent Number:	7866277
Patent Number:	7867558
Patent Number:	7992514
Patent Number:	8109231

CORRESPONDENCE DATA

Fax Number: (713)609-7777
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: 7136097722
Email: dcp@bpattorneys.com
Correspondent Name: DAYLE PUGH
Address Line 1: 1811 BERING DR.
Address Line 2: SUITE 420
Address Line 4: HOUSTON, TEXAS 77057

NAME OF SUBMITTER:	DAYLE PUGH
SIGNATURE:	/Dayle Pugh/
DATE SIGNED:	03/01/2017

Total Attachments: 19
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AMENDED AND RESTATED SECURITY AGREEMENT

This Amended and Restated Security Agreement (“**Agreement**”), dated March 28, 2016, is made and entered into by and among Quest Inspar, LLC, a Washington limited liability company (“**Borrower**”), and each of the lenders set forth on the signature page hereto and any additional lenders that execute a joinder to this Agreement or that are deemed to join this Agreement through execution of the NPA (as defined below) (each a “**Lender**” and collectively the “**Lenders**”).

RECITALS

WHEREAS, Borrower previously executed that certain Convertible Promissory Note dated October 1, 2015 in the amount of \$17,461.01 and in favor of certain Lenders, that certain Convertible Promissory Note dated October 1, 2015 in the amount of \$250,000 in favor Kevin Stern, and that certain Convertible Promissory Note dated October 1, 2015 in the amount of \$750,000 in favor Quest Companies, LLC (collectively, the “**Existing Notes**”);

WHEREAS, the Existing Notes are secured by collateral pursuant to that certain Security Agreement dated October 1, 2015, in favor of Kevin Stern and that certain Security Agreement dated September 18, 2014 in favor of certain Lenders (collectively, the “**Existing Security Agreements**”);

WHEREAS, Borrower and Lenders are entering into that certain Note Purchase Agreement dated the date hereof (as amended, modified, supplemented, or restated, the “**NPA**”), pursuant to which certain Lenders will provide the Borrower with additional funds, certain Lenders will convert existing debt to equity of the Borrower, and certain Lenders will exchange existing debt for the new class of debt issued pursuant to the NPA (the “**Transaction**”). As part of the Transaction, the Lenders will exchange the Existing Notes for new Amended and Restated Secured Convertible Promissory Notes dated the date hereof and in favor of each Lender (as amended, modified, supplemented, or restated, the “**Convertible Notes**”);

WHEREAS, the parties desire to amend and restate the Existing Security Agreements in connection with the NPA and Convertible Notes; and

WHEREAS, this Agreement will be subject to that certain Convertible Debt Agency Agreement (the “**Agency Agreement**”) appointing Five Elms Equity Fund II, L.P. and Quest Companies, LLC (the “**Agent**”) as administrative and collateral agent of the Lenders with respect to the exercise of the rights and remedies of the Lenders under the NPA, the Convertible Notes, and this Agreement (collectively, as amended, restated, modified, or supplemented from time to time, the “**Loan Documents**”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Location.** The Borrower’s chief executive office, location of the office where it keeps its records with respect to the matters related to this Agreement, and the location where the

Collateral (as hereafter defined) will be located (except as herein otherwise noted) is: 19823 58th Place South, Suite 200, Kent, Washington 98032. Borrower's state of formation is: Washington. Until the Obligations (as hereinafter defined) are paid in full, Borrower agrees that it will not (i) change the state of its formation, (ii) change its name, or (iii) merge into or consolidate with another entity.

2. **Grant of Security Interest; Obligations Secured.** Borrower hereby grants to the Agent, for the benefit of Agent and Lenders, a security interest in, and lien upon, the Collateral. The security interests granted hereby are to secure punctual payment and performance of all amounts and obligations owed pursuant to the Loan Documents, and any additional indebtedness or obligations hereafter owed by Borrower to Lenders (all of which are herein separately and collectively referred to as the "**Obligations**"). Without limiting the foregoing Obligations shall include, without limitation, (i) the repayment of amounts that Lenders may advance or spend for the maintenance or preservation of the Collateral, (ii) repayment of amounts spent or incurred by Lenders in enforcing the Loan Documents, including, without limitation, reasonable attorneys' fees, and (iii) any other expenditures that Lenders may make under the provisions of this Security Agreement or for the benefit of Borrower.

3. **Description of Collateral.** The Collateral shall consist of all assets of Borrower, wherever located, tangible and intangible, and now owned or hereafter acquired including, without limitation, (i) accounts; (ii) chattel paper; (iii) inventory; (iv) equipment; (v) instruments, including promissory notes; (vi) investment property; (vii) documents; (viii) deposit accounts (ix) letter-of-credit rights; (x) general intangibles, including payment intangibles; (xi) supporting obligations; and (xiii) to the extent not listed above as original collateral, proceeds and products of the foregoing. The term "**Collateral**" as used in this Agreement shall mean and include, and the security interest shall cover, all of the foregoing property, as well as any accessions, additions, parts, repairs, and attachments now or hereafter affixed thereto and the proceeds and products thereof or other proceeds of any sale or other disposition of such property.

4. **General Covenants.** Borrower covenants and agrees as follows:

(a) **Notice Concerning Change of Address.** Borrower will promptly notify Lenders in writing of any addition to, change in or discontinuance of its place of business as shown in this Agreement, the places at which the Collateral is located, the location of its chief executive office and the location of the office where it keeps its records are kept. All Collateral will be located at the place of business shown at the beginning of this Agreement as modified by any notice(s) given pursuant hereto, except for mobile collateral which will be used in the Borrower's ordinary course of business.

(b) **Operation of the Collateral.** Borrower shall maintain and use the Collateral solely in the conduct of its own business, in a careful and proper manner, and shall comply with all applicable statutes, laws, ordinances, regulations, permits or licenses. Borrower shall not use the Collateral in any unlawful manner or for any unlawful purposes, or in any manner or for any purpose that would expose the Collateral to unusual risk, or to penalty, forfeiture or capture, or that would render inoperative any insurance covering the Collateral.

(c) **Assessments.** Borrower shall promptly pay when due all taxes, assessments, license fees, registration fees, and governmental charges levied or assessed against Borrower or with respect to the Collateral or any part thereof.

(d) **No Encumbrances.** Borrower agrees not to suffer or permit any charge, lien, security interest, adverse claim, or encumbrance of any nature against the Collateral or any part thereof.

(e) **No Removal.** Except as otherwise provided in this Agreement or in Borrower's ordinary course of business, Borrower shall not remove the Collateral from the State of Washington or Texas without Lender's prior written consent except for ordinary course movement of assets in connection with Company jobs.

(f) **No Transfer.** Borrower shall not, without the prior written consent of Lender, sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral, or any part thereof, or interest therein, or offer to do any of the foregoing except for (i) inventory which is sold in the ordinary course of business and (ii) as to Collateral other than inventory, in Borrower's ordinary course of business.

(g) **Additional Filings.** Borrower agrees that Agent may file such financing statements and amendments of financing statements as Agent may determine as necessary or desirable. Any such financing statement may include a collateral description of "all assets," or a similarly broad and all-encompassing description. Borrower agrees to execute and deliver applications for title and such other documents as Agent may from time to time require in order to comply with the relevant Uniform Commercial Code and any other applicable law of any jurisdiction and to preserve and protect the Lenders' rights to the Collateral. Further, each Lender hereby consents to the termination of any existing financing statements relating to the Existing Security Agreements, including without limitation, the financing statements filed with the office of the Washington Secretary of State with file numbers 2014-262-4186-6 and 2015-279-7034-4.

(h) **Protection of Collateral.** Lenders, at their option, whether before or after default, but without any obligation to do so, may (i) discharge taxes, claims, charges, liens, security interests, assessments, or other encumbrances of any nature at any time levied, placed upon or asserted against the Collateral, (ii) place and pay for insurance on the Collateral, including insurance that only protects Lenders' interest, (iii) pay for the repair, improvement, testing, maintenance and preservation of the Collateral, (iv) pay any filing, recording, registration, licensing or certification fees or other fees and charges related to the Collateral, or (v) take any other action to preserve and protect the Collateral and Lenders' rights and remedies under this Agreement as Lenders may deem necessary or appropriate. Borrower agrees that Lenders shall have no duty or obligation to take any of the foregoing action. Borrower shall promptly reimburse Lenders upon demand for any payment made or any expense incurred by the Lenders pursuant hereto. These payments and expenditures, together with interest thereon from date incurred until paid by Borrower at the maximum contract rate allowed under applicable laws, which Borrower agrees to pay, shall constitute additional Obligations and shall be secured by and entitled to the benefits of this Agreement.

(i) **Inspection.** Borrower shall at all reasonable times allow Lenders directly and by or through any of its officers, agents, attorneys, or accountants, to examine the Collateral, wherever located, and to examine and make reasonable extracts from Borrower's books and records.

(j) **Notices.** Borrower agrees to give prompt notice to Lenders of any pending or threatened litigation against Borrower which may have a material adverse effect upon Borrower or of any other events which may materially, adversely affect Borrower; of any default by Borrower under any documents or agreements between Borrower and third parties; and of any attempts by Borrower to obtain additional borrowings.

(k) **Maintenance of Insurance.** Borrower will maintain the insurance that it maintains as of the date of this Agreement. Upon the request of Lenders, each such insurance policy shall name Lenders as additional insureds and/or loss payees, as their interests may appear, and shall provide that it shall not be canceled or reduced, or allowed to lapse without renewal, except after not less than 30 days (or in the case of non-payment of premium, 15 days) written notice to Lenders. From time to time, at the request of Lenders, Borrower shall deliver to Lenders certificates of insurance satisfactory to Lender setting forth the coverages, limits of liability, carrier, policy number, and period of coverage.

(l) **Use of Inventory.** Until default, Borrower may use the inventory in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon and may also sell that part of the Collateral consisting of inventory provided that all of such sales are in the ordinary course of business. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt. Until default, Borrower may also use and consume any raw materials or supplies, the use and consumption of which are necessary in order to carry on Borrower's business.

5. **Events of Default.** The terms "event of default" or "default" as used in this Agreement mean any one or more of the following:

(a) The failure of Borrower to pay any Obligation in accordance with its terms.

(b) The failure of Borrower to perform any covenant or agreement of Borrower contained herein, the Loan Documents, or in any other promissory note or other instrument evidencing, securing, or pertaining to the Obligations or in any promissory note or in any security agreement, assignment or other contract securing or assuring payment of indebtedness of Borrower to the Lenders.

(c) If any statement or representation of Borrower contained herein, in any Loan Document or in any other writing heretofore or hereafter furnished by the Borrower to the Lenders is false or misleading when made in any material respect.

(d) Borrower is unable to pay any debts as such debt or debts become due.

(e) The appointment of a receiver of Borrower or of any part of its property.

(f) The filing by or against Borrower of a voluntary or involuntary petition for protection pursuant to the United States Bankruptcy Code, as amended and as it may be amended.

(g) The admission of Borrower of its inability to pay its debts generally as they become due.

(h) The execution by Borrower of an assignment for the benefit of creditors.

(i) The dissolution of the Borrower or the filing by way of petition or answer, or any petition or other pleading seeking adjudication of the Borrower or any other party or entity liable for payment of the Note, whether as a maker, endorser, guarantor, surety, or otherwise, as a bankrupt, or an adjustment of said parties' debts, or any other relief under any laws or regulations relating to relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

(j) The failure of Borrower to pay any money judgment or judgments against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable.

(k) The failure of any attachment, sequestration, or similar proceedings against any of the Borrower's property to remain undischarged, unbonded by the Borrower, or undismissed for a period of thirty (30) days after the commencement thereof.

(l) Borrower discontinues its usual business or abandons its present facilities in Washington or Texas.

6. **Remedies.** Upon the occurrence of an event of default, Lenders, at their option, shall be entitled to exercise any one or more of the following remedies (all of which are cumulative):

(a) **Declare Obligations Due.** Lenders, at their option, may declare the Obligations or any part thereof immediately due and payable, without demand, notice of intention to accelerate, notice of acceleration, notice of non-payment, presentment, protest, notice of dishonor, or any other notice, all of which are hereby severally waived by Borrower and any maker, endorser, guarantor, surety or other party liable in any capacity for any of the Obligations.

(b) **Remedies.** Lenders shall have all of the rights and remedies provided for in this Agreement and in any other agreements executed by Borrower, the rights and remedies in the Uniform Commercial Code of Washington, and any and all of the rights and remedies at law and equity, all of which shall be deemed cumulative. Without limiting the foregoing, Borrower agrees that Lenders shall have the right to: (i) require Borrower to assemble the Collateral and make it available to Lenders at a place designated by Lender that is reasonably convenient to both parties; (ii) take possession of the Collateral, with or without process of law, and, in this

connection, enter any premises where the Collateral is located to remove same, to render it unusable, or to dispose of same on such premises; (iii) sell, lease or otherwise dispose of the Collateral, by public or private proceedings, for cash or credit, without assumption of credit risk; and/or (iv) whether before or after default, collect and receipt for, compound, compromise, and settle, and give releases and discharges with respect to any and all amounts owed by any person or entity with respect to the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lenders will send Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition will be made. Any requirement of reasonable notice to Borrower shall be met if such notice is mailed, postage prepaid, to Borrower at the address of Borrower designated at the beginning of this Agreement at least ten (10) days before the day of any public sale or at least five (5) days before the time after which any private sale or other disposition will be made.

(c) **Expenses.** Borrower shall pay the reasonable expenses incurred by Lenders in enforcing its rights and remedies, in retaking, holding, testing, repairing, improving, selling, leasing or disposing of the Collateral, or like expenses, including, without limitation, attorneys' fees and legal expenses incurred by Lenders. These expenses, together with interest thereon from date incurred until paid by Borrower at the maximum contract rate allowed under applicable laws, which Borrower agrees to pay, shall constitute additional Obligations and shall be secured by and entitled to the benefits of this Agreement.

(d) **Proceeds; Surplus; Deficiencies.** Proceeds received by Lenders from disposition of the Collateral shall be applied toward Lenders' expenses and other Obligations in such order or manner as Lenders may elect. Borrower shall be entitled to any surplus if one results after lawful application of the proceeds. Borrower shall remain liable for any deficiency.

(e) **Remedies Cumulative.** The rights and remedies of Lenders are cumulative and the exercise of any one or more of the rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy. Lender may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default.

7. **Other Agreements.**

(a) **Savings Clause.** Notwithstanding any provision to the contrary herein, or in any of the documents evidencing the Obligations or otherwise relating thereto, no such provision shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable usury laws. If any such excessive interest is so provided for, then in such event (i) the provisions of this paragraph shall govern and control, (ii) neither the Borrower nor Borrower's heirs, legal representatives, successors or assigns or any other party liable for the payment thereof, shall be obligated to pay the amount of such interest to the extent that is in excess of the maximum amount permitted by law, (iii) any such excess interest that may have been collected shall be, at the option of the holder of the instrument evidencing the Obligations, either applied as a credit against the then unpaid principal amount thereof or refunded to the

maker thereof, and (iv) the effective rate of interest shall be automatically reduced to the maximum lawful rate under applicable usury laws as now or hereafter construed by the courts having jurisdiction.

(b) **Waivers.** Borrower and any maker, endorser, guarantor, surety or other party liable in any capacity respecting the Obligations hereby waive demand, notice of intention to accelerate, notice of acceleration, notice of non-payment, presentment, protest, notice of dishonor and any other similar notice.

(c) **Relationship to Other Agreements.** This Agreement and the security interests (and pledges and assignments as applicable) herein granted are in addition to (and not in substitution, novation or discharge of) any and all prior or contemporaneous security agreements, security interests, pledges, assignments, liens, rights, titles or other interests in favor of Lenders or assigned to Lenders by others in connection with the Obligations. All rights and remedies of Lenders in all such agreements are cumulative, but in the event of actual conflict in terms and conditions, the terms and conditions of the latest security agreement shall govern and control. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by all parties.

(d) **Continuing Agreement.** The security interest (and pledges and assignments as applicable) hereby granted and all of the terms and provisions in this Agreement shall be deemed a continuing agreement. They shall continue in full force and effect and remain effective among the parties until the repayment in full of all Obligations and the giving by Borrower of ten (10) days' written notice of revocation of this Agreement.

(e) **No Implied Waivers.** The failure of any party hereto to require performance by any other party of any provision hereof will in no way affect the right to require such performance at any time thereafter, nor will the waiver by any party of a breach of any provision hereof.

(f) **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

(h) **Notices.** All notices, requests, demands and other communications under this Agreement or any instrument contemplated hereby shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, first class, postage prepaid, return receipt requested, to the address of the respective parties hereto as shown under their names on the signature page hereof and shall be deemed given on the earlier of actual receipt (as evidenced by return receipt if mailed) or the date five days after mailing. Any party hereto may change his or its address for such notices by giving notice of such change pursuant to this section.

(i) **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.

(j) **Captions.** The captions used in this Agreement are for convenience only and are not to be construed in interpreting this Agreement.

(k) **Assignment.** The rights and obligations under this Agreement of Borrower may not be assigned without the prior written consent of Lenders. Lenders may freely assign their interest herein.

(l) **UCC Terms.** Any term used in the Washington Uniform Commercial Code and not defined in this Security Agreement has the meaning given to the term in the Washington Uniform Commercial Code.

(m) **Jury Waiver.** **THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, AND ANY LOAN DOCUMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

(n) **Agency Agreement.** For so long as that certain Agency Agreement is in effect: (i) all notices required to be delivered by Borrower to Lenders pursuant to this Agreement may be delivered solely to the Agent; (ii) the Agent may exercise rights and remedies of the Lenders under this Agreement on behalf of such Lenders; and (iii) the Agent may provide consents or waivers pursuant to this Agreement, or amend this Agreement, in each case on behalf of the Lenders. The Borrower may rely upon such actions, consents, waivers, and amendments by the Agent, without verifying that any requisite approvals or votes of Lenders required under the Agency Agreement have been obtained. If the Lenders substitute the Agent or terminate the Agency Agreement, the Lenders will notify the Borrower in a writing signed by each Lender.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

BORROWER:

QUEST INSPAR, LLC

By: _____

Name: Milton J. Altenberg

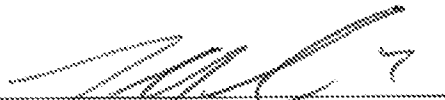
Title: Chief Executive Officer

Address: 19823 58th Place South, Suite 200
Kent, Washington 98032

LENDERS:

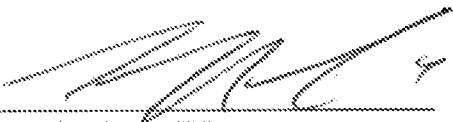
FIVE ELMS EQUITY FUND II, L.P.

By: Five Elms Equity Fund II GP, LLC
Its: General Partner

By: 
Name: Fred N. Coulson, IV
Title: Manager
Address: 3500 West 75th Street, Suite 350
Prairie Village, KS 66208

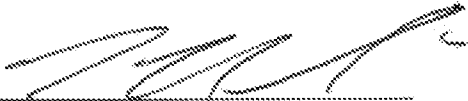
FIVE ELMS II COINVEST, L.P.

By: Five Elms Capital, LLC
Its: General Partner

By: 
Name: Fred N. Coulson, IV
Title: Managing Member
Address: 3500 West 75th Street, Suite 350
Prairie Village, KS 66208

FRONTIER FIVE ELMS II, L.P.

By: Frontier Five Elms Equity Fund II GP, LLC
Its: General Partner

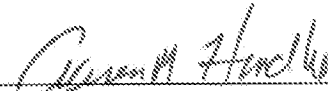
By: 
Name: Fred N. Coulson, IV
Title: Manager
Address: 3500 West 75th Street, Suite 350
Prairie Village, KS 66208

LENDERS:

HEARTLAND OPPORTUNITY FUND 1, L.P.

By: Heartland Opportunity Fund 1 GP, LLC, its general partner

By: Heartland Opportunity Partners, LLC, its sole member

By: 

Name: Aaron Handke

Title: Managing Member

Address: 3500 West 75th Street, Suite 350
Prairie Village, KS 66208

GREENWAY CAPITAL, L.P.

By: _____

Name: Robert Green

Title: General Partner

Address: 4801 Main Street, 10th Floor
Kansas City, MO 64112

QUEST COMPANIES, LLC

By: _____

Name: Milton Altenberg

Title: _____

By: _____

Name: Kevin Stern

LENDERS:

HEARTLAND OPPORTUNITY FUND 1, L.P.

By: Heartland Opportunity Fund 1 GP, LLC, its general partner
By: Heartland Opportunity Partners, LLC, its sole member

By: _____
Name: Aaron Handke
Title: Managing Member
Address: 3500 West 75th Street, Suite 350
Prairie Village, KS 66208

GREENWAY CAPITAL, L.P.

By: Robert K Green
Name: Robert Green
Title: General Partner
Address: 4801 Main Street, 10th Floor
Kansas City, MO 64112

QUEST COMPANIES, LLC

By: _____
Name: Milton Altenberg
Title: _____

By: _____
Name: Kevin Stern

LENDERS:

HEARTLAND OPPORTUNITY FUND 1, L.P.

By: Heartland Opportunity Fund 1 GP, LLC, its general partner

By: Heartland Opportunity Partners, LLC, its sole member

By: _____

Name: Aaron Handke

Title: Managing Member

Address: 3500 West 75th Street, Suite 350
Prairie Village, KS 66208

GREENWAY CAPITAL, L.P.

By: _____

Name: Robert Green

Title: General Partner

Address: 4801 Main Street, 10th Floor
Kansas City, MO 64112

QUEST COMPANIES, LLC

By: _____

Name: Milton Altenberg

Title: CEO

By: _____

Name: Kevin Stern

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Dayle C. Pugh 713-609-7722
B. E-MAIL CONTACT AT FILER (optional) dcp@bpattorneys.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Dayle C. Pugh 713-609-7722 Bateman Pugh Chambers, PLLC 1811 Bering Drive, Suite 420 Houston TX USA 77057

Date of Filing : 09/19/2014
Time of Filing : 02:19:00 PM
File Number : 2014-262-4186-6
Lapse Date : 09/19/2019

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 Quest Inspar, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 19823 58th Place South, Suite 200		CITY Kent	STATE WA	POSTAL CODE 98032
			COUNTRY 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 Quest Companies, LLC				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 19823 58th Place South, Suite 200		CITY Kent	STATE WA	POSTAL CODE 98032
			COUNTRY USA	

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

all assets of Debtor, wherever located, tangible and intangible, and now owned or hereafter acquired including, without limitation, (i) accounts, including health-care-insurance receivables; (ii) chattel paper; (iii) inventory; (iv) equipment; (v) instruments, including promissory notes; (vi) investment property; (vii) documents; (viii) deposit accounts (ix) letter-of-credit rights; (x) general intangibles, including payment intangibles; (xi) supporting obligations; and (xiii) to the extent not listed above as original collateral, proceeds and products of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME Quest Inspar, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

Date of Filing : 09/19/2014
Time of Filing : 02:19:00 PM
File Number : 2014-262-4186-6
Lapse Date : 09/19/2019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	
SUFFIX	

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME Five Elms Equity Fund II, LP			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS 3500 W. 75th St. Suite 350	CITY Prairie Village	STATE KS	POSTAL CODE 66208	COUNTRY USA
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME Quest Inspar, LLC	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

Date of Filing : 09/19/2014
Time of Filing : 02:19:00 PM
File Number : 2014-262-4186-6
Lapse Date : 09/19/2019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

22. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME Frontier Five Elms Equity Fund II, LP			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS 3500 W. 75th St. Suite 350	CITY Prairie Village	STATE KS	POSTAL CODE 66208
			COUNTRY USA

23. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME Five Elms Coinvest II, LP			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS 3500 W. 75th St. Suite 350	CITY Prairie Village	STATE KS	POSTAL CODE 66208
			COUNTRY USA

24. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME Quest Inspar, LLC	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

Date of Filing : 09/19/2014
Time of Filing : 02:19:00 PM
File Number : 2014-262-4186-6
Lapse Date : 09/19/2019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

22. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME Heartland Opportunity Fund I, LP			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS 3500 W. 75th St., Suite 350	CITY Prairie Village	STATE KS	POSTAL CODE COUNTRY 66208 USA

23. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME Greenway Capital			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS 4801 Main Street, Suite 1000	CITY Kansas City	STATE MT	POSTAL CODE COUNTRY 64112 USA

24. MISCELLANEOUS:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Melissa Sieh 713-609-7710

B. E-MAIL CONTACT AT FILER (optional)
mrs@bpattorneys.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Melissa Sieh 713-609-7710
Batman Pugh Chambers, PLLC
1811 Bering Drive, Suite 420
Houston TX USA 77057

Date of Filing : 10/06/2015
Time of Filing : 01:52:00 PM
File Number : 2015-279-7034-4
Lapse Date : 10/06/2020

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
Quest Inspar, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
19823 58th Place South, Suite 200 **Kent** **WA** **98032** **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
Kevin Stren

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
18303 Starboard Drive **Nassau Bay** **TX** **77058** **USA**

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

All assets of Debtor, wherever located, tangible and intangible, and now owned or hereafter acquired including, without limitation, (i) accounts, including health-care-insurance receivables; (ii) chattel paper; (iii) inventory; (iv) equipment; (v) instruments, including promissory notes; (vi) investment property; (vii) documents; (viii) deposit accounts (ix) letter-of-credit rights; (x) general intangibles, including payment intangibles; (xi) supporting obligations; and (xiii) to the extent not listed above as original collateral, proceeds and products of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Dayle C. Pugh 713-609-7722
B. E-MAIL CONTACT AT FILER (optional) dcp@bpattorneys.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Dayle C. Pugh 713-609-7722 Bateman Pugh Chambers, PLLC 1811 Bering Drive, Suite 420 Houston TX USA 77057

Date of Filing : 10/06/2015
Time of Filing : 02:18:00 PM
File Number : 2015-279-7046-7
Lapse Date : 10/06/2020

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2015-279-7034-4

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME Stren	FIRST PERSONAL NAME Kevin	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME Stern	INDIVIDUAL'S FIRST PERSONAL NAME Kevin	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS

18303 Starboard Drive	CITY Nassau Bay	STATE TX	POSTAL CODE 77058	COUNTRY USA
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Quest Inspar, LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: