

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4777476

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HIMONIC LLC	11/29/2017
RECEIVING PARTY DATA	
Name:	RICHARD A. LUMPKIN
Street Address:	C/O SKL INVESTMENT GROUP, LLC, 121 SOUTH 17TH STREET
City:	MATTOON
State/Country:	ILLINOIS
Postal Code:	61938
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	61882514
Application Number:	61882491
Application Number:	61882481
Application Number:	14496894
Application Number:	14828611
PCT Number:	IB2016055164
CORRESPONDENCE DATA	
Fax Number:	
<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:	3122584656
Email:	rfloren@schiffhardin.com
Correspondent Name:	REBECCA FLOREN
Address Line 1:	233 S. WACKER DRIVE
Address Line 2:	SUITE 7100
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	47649-0000
NAME OF SUBMITTER:	REBECCA FLOREN
SIGNATURE:	/s/ Rebecca Floren
DATE SIGNED:	01/16/2018

Total Attachments: 12

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EXECUTION VERSION**HIMONIC, LLC****AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE AND SECURITY AGREEMENT**

U.S. \$869,580.00

Effective as of November 29, 2017

On July 15, 2016 (the "*Original Issue Date*", the undersigned, HIMONIC LLC (herein called the "*Borrower*"), a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business located at 7349 Milliken Avenue, #140-63, Rancho Cucamonga, CA 91730, with an email address at Thomas@himonic.com, issued a Promissory Note and Security Agreement in the principal amount of U.S. \$869,580 (the "*Original Note*") to the order of RICHARD A. LUMPKIN, c/o SKL Investment Group, LLC, 121 South 17th Street, Mattoon, Illinois 61938, with an email address at Richard.Lumpkin@consolidated.com (including any assignee or transferee of, or other holder of, this Note, the "*Lender*").

FOR VALUE RECEIVED, the Lender and the Borrower hereby agree to amend and restate the Original Note as follows:

FOR VALUE RECEIVED, the Borrower hereby promises to pay to the Lender at such place as the Lender may from time to time designate in writing, the principal amount of EIGHT HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED EIGHTY DOLLARS, payable as set forth below, with interest on the unpaid balance thereof at the rate of 18% per annum from the Original Issue Date, payable as set forth herein, unless earlier converted into Conversion Equity (as defined and as set forth below). Payments of principal of and interest on this Amended and Restated Convertible Promissory Note and Security Agreement, as it may from time to time be amended or supplemented (this "*Amended and Restated Note*"), are to be made in lawful money of the United States of America.

SECTION 1. PAYMENTS.

Section 1.1. Commitment; Term. Subject to the terms and conditions hereof, the Lender has lent to the Borrower the aggregate principal amount of \$869,580.00 in four installments: (a) \$193,500.00 on the Original Issue Date, (b) \$325,000.00 on October 27, 2016, (c) \$325,000.00 on January 25, 2017, and (d) \$26,080.00 on August 17, 2017. The term of this Amended and Restated Note shall expire on the Maturity Date (as defined herein).

Section 1.2. Evidence of Debt. The loan made by the Lender is evidenced by this Amended and Restated Note. The date and amount of each loan installment amount made is recorded on Schedule I attached hereto and the Lender is hereby authorized to record the date and amount of each payment or prepayment of principal thereof on Schedule I and any such recordation shall constitute *prima facie* evidence of the accuracy of the information so recorded absent manifest error.



AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE AND SECURITY AGREEMENT

PATENT**REEL: 044626 FRAME: 0441**

Section 1.3. Repayment. Until all amounts due and outstanding under this Amended and Restated Note have been repaid, the Borrower shall segregate an amount equal to fifty percent of the Borrower's gross revenues, as determined in accordance with United States generally accepted accounting principles, to repay the principal amount, and all interest due thereon, of this Amended and Restated Note, and shall pay such amount to the Lender on the first business day of each calendar quarter during the term of this Amended and Restated Note, commencing on the last business day of the calendar quarter in which such revenues have been generated; provided that any such payment shall be applied to any outstanding interest under this Amended and Restated Note before being applied to the principal amount of this Amended and Restated Note.

Section 1.5 Required Prepayments; Maturity Date.

(a) This Amended and Restated Note shall not be subject to any required prepayment prior to the Maturity Date.

(b) The Borrower will pay the then outstanding total principal amount of this Amended and Restated Note, together with any accrued and unpaid interest thereon, no later than August 17, 2019 (the "Maturity Date").

Section 1.6. Optional Prepayments. The Borrower may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, this Amended and Restated Note, at 100% of the principal amount so prepaid, together with accrued and unpaid interest thereon but without any premium or penalties; provided that any such prepayment shall be applied to any outstanding interest under this Amended and Restated Note before being applied to the principal amount of this Amended and Restated Note.

SECTION 2. CONVERSION AND EXIT TRANSACTION

Section 2.1. Conversion. This Amended and Restated Note and any amounts due hereunder shall be (a) convertible into Conversion Equity in accordance with the terms and conditions of this Section 2, and (b) deemed to have been converted immediately prior to the close of business on the date of its surrender for conversion as provided below, with the Lender treated for all purposes hereunder as the record holder of such Conversion Equity as of the close of business on such date. As promptly as possible on or after such date and in any event within three (3) business days thereafter, the Borrower, at its expense, shall issue and deliver to the Lender the same certificate or certificates for the number of shares, or membership or other equity interests issuable upon such conversion, any equity purchase documents (including, but not limited to, any operating agreement, stockholder agreement, or other agreements to which the Borrower or any successor equity holder of the Borrower is a signatory), and any other necessary conversion documents. In the event that the Borrower fails to execute and issue any certificates, equity purchase documents, or necessary conversion documents, the Lender, at its sole discretion, shall be entitled to either (x) request repayment of this Amended and Restated Note in full at such time, or (y) execute such documents on behalf of the Borrower, the Borrower's execution of this Amended and Restated Note serving as an irrevocable power of attorney, coupled with an interest, granting to the Lender the authority to sign each such agreement on behalf of the Borrower.

Section 2.2. Conversion Mechanics. If a Qualified Financing (as hereinafter defined) occurs prior to the Maturity Date, then the outstanding principal balance of this Amended and Restated Note, together with all accrued and unpaid interest thereon, shall be automatically converted at the closing of such Qualified Financing into the same security sold and issued by the Borrower in the Qualified Financing at a conversion price per security equal to the lesser of (i) 80% of the price per security of the security sold and issued in the Qualified Financing, or (ii) the Ceiling.

For purposes hereof, "Ceiling" means a price per unit based upon a fully diluted pre-money valuation of the Borrower at such time of \$3,000,000, inclusive of all equity interests, options, warrants and other convertible instruments issued or reserved for issuance by the Borrower. "Qualified Financing" means any sale of equity securities by the Borrower, in a single transaction or a series of related transactions which is not an Exit Transaction (as defined below), with minimum gross proceeds to Borrower of \$3,000,000 in the aggregate.

At any time prior to the Maturity Date, the outstanding principal balance of this Amended and Restated Note, together with all accrued and unpaid interest thereon, may, at the option of the Lender, be converted into equity of the Borrower at a conversion price per equity security (the "Conversion Equity") equal to the Ceiling (the "Conversion Ratio"). The Conversion Equity issuable to the Lender shall be the senior-most preferred equity security of the Borrower then outstanding.

Section 2.3. Exit Transaction. If the Borrower closes an Exit Transaction prior to the Maturity Date, then (a) the outstanding principal balance of this Amended and Restated Note, together with all accrued and unpaid interest thereon, shall be due and payable in full and in cash at the closing of such Exit Transaction, and (b) the Lender shall thereafter participate with the holders of the Borrower's common equity on a *pari passu* basis, as if the Lender had converted this Amended and Restated Note into common equity at the Conversion Ratio immediately prior to such Exit Transaction. For purposes of this Amended and Restated Note, an "Exit Transaction" means (i) a consolidation or merger of the Borrower, (ii) a sale or other disposition of all or substantially all of the assets of the Borrower, (iii) the sale of more than 50% of the equity interests of the Borrower, or (iv) the liquidation, dissolution and winding-up of the Borrower.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

The Borrower represents and warrants, as of the date hereof to the Lender that:

Section 3.1. Organization; Power and Authority. The Borrower is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nevada and each jurisdiction in which it is authorized to transact business. The Borrower has the limited liability company power and authority to own or hold under lease the properties it owns or holds under lease, to transact the business it transacts, to execute and deliver this Amended and Restated Note, and to perform the provisions of this Amended and Restated Note.

Section 3.2. Authorization, Etc. This Amended and Restated Note has been duly authorized by all necessary limited liability company action on the part of the Borrower, and this

Amended and Restated Note constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

Section 3.3. Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Borrower of this Amended and Restated Note will not (a) contravene, result in any breach of, or constitute a default under, or result in the creation of any lien in respect of any property of the Borrower under (1) its governing documents or (2) any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease or any other material agreement or instrument to which the Borrower is bound or by which the Borrower or any of its properties may be bound or affected, (b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority applicable to the Borrower or (c) violate any provision of any statute or other rule or regulation of any governmental authority applicable to the Borrower.

SECTION 4. COVENANTS.

The Borrower covenants that so long as this Amended and Restated Note is outstanding:

Section 4.1. Compliance with Law. The Borrower will comply with all laws, ordinances, and all governmental rules and regulations to which it is subject, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of its properties or to the conduct of its businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Borrower, (b) the ability of the Borrower to perform its obligations hereunder or (c) the validity or enforceability of this Amended and Restated Note (each, a "*Material Adverse Effect*").

Section 4.2. Insurance. The Borrower will maintain, with financially sound and reputable insurers, insurance with respect to its properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

Section 4.3. Maintenance of Properties. The Borrower will maintain and keep, or cause to be maintained and kept, its properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times.

Section 4.4. Payment of Taxes and Claims. The Borrower will file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies imposed on them or any of its properties, assets, income or franchises, to the extent such taxes and

assessments have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a lien on properties or assets of the Borrower.

Section 4.5. Limited Liability Company Existence, Etc. The Borrower will at all times preserve and keep in full force and effect its limited liability company existence. The Borrower will at all times preserve and keep in full force and effect all rights and franchises of the Borrower unless, in the good faith judgment of the Borrower, the termination of or failure to preserve and keep in full force and effect such right or franchise could not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.6 Financial Statements. The Borrower will provide the Lender with quarterly financial statements promptly after the end of each calendar quarter, each accompanied by a certification by the Chief Financial Officer of the Borrower certifying as to the truth, accuracy, and completeness of such financial statements.

Section 4.7 Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Intellectual Property (defined below in Section 7.1). Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Borrower in connection with the Intellectual Property, all renewals, required affidavits and all other documents relating hereto, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by the Borrower.

Section 4.8 The Borrower's Obligation to Prosecute. Except as otherwise agreed to by the Lender in writing, the Borrower shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application in relation to the Borrower's activities relating to the production of hydrogen (the "*Hydrogen Project*"), including any such application that is pending as of the date of this Amended and Restated Note or thereafter until the obligations shall have been paid in full, to file and prosecute opposition, interferences, derivations, inter partes reviews, and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Intellectual Property, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Intellectual Property shall be borne by the Borrower. The Borrower shall not abandon any Intellectual Property without the prior written consent of the Lender, unless such abandonment will not have a Material Adverse Effect on the Borrower or such abandonment is in connection with the abandonment of a product or product line or service or service line.

Section 4.9 New Collateral. Until such time as the obligations shall have been irrevocably paid in full and the commitment hereunder shall have been terminated, the Lender shall obtain all right, title, interest to any new Intellectual Property (defined below in Section 7.1), the provisions of this Amended and Restated Note hereby shall automatically apply thereto as if the same were identified on Schedule II as of the date hereof, and the Borrower shall give the

Lender prompt written notice thereof.

Section 4.10 Modifications for New Intellectual Property. The Borrower hereby authorizes the Lender to modify this Amended and Restated Note by amending Schedule II attached hereto to include any future Intellectual Property as contemplated by Sections 4.9 and 7.1 hereof and, at the Lender's request, the Borrower shall execute any documents or instruments required by the Lender in order to modify this Amended and Restated Note as provided by this Section 4.10, provided that any such modification to Schedule II shall be effective without the signature of the Borrower.

SECTION 5. EVENT OF DEFAULT.

An "*Event of Default*" shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Borrower defaults in the payment of (i) any principal on this Amended and Restated Note after the same becomes due and payable, whether at maturity or otherwise, or (ii) any interest on this Amended and Restated Note for more than five days after the same becomes due and payable;

(b) the Borrower defaults in the performance of or compliance with any term contained in Sections 2 or 4;

(c) the Borrower (1) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (2) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, seeking to adjudicate it as a bankrupt or insolvent, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (3) makes a general assignment for the benefit of its creditors, (4) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property or (5) takes corporate action for the purpose of any of the foregoing;

(d) a court or governmental authority of competent jurisdiction enters an order appointing, without consent by the Borrower, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Borrower, or any such petition shall be filed against the Borrower and such petition shall not be dismissed within 60 days; or

(e) the dissolution of the Borrower pursuant to Chapter 86 of the Nevada Revised Statutes.

SECTION 6. REMEDIES ON DEFAULT, ETC.

If an Event of Default has occurred, the Lender may, at any time at its option, by notice to the Borrower, declare this Amended and Restated Note to be immediately due and payable.

Upon this Amended and Restated Note becoming due and payable under this Section 6, whether automatically or by declaration, this Amended and Restated Note will forthwith mature and the entire unpaid principal amount of this Amended and Restated Note, *plus* all accrued and unpaid interest, shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Borrower shall pay or reimburse the Lender, upon written demand therefor, for all reasonable costs, fees and expenses (including reasonable attorneys' costs, fees and expenses) incurred by the Lender or for which the Lender becomes obligated in connection with the enforcement of this Amended and Restated Note.

SECTION 7. SECURITY INTEREST AND COLLATERAL.

Section 7.1 Security Interest. To secure the prompt and complete payment of the principal of, and interest on this Amended and Restated Note, the Borrower has hereby granted, conveyed, assigned, pledged, set over, and granted a continuing security interest in and does hereby grant, convey, assign, pledge, set over and grant a continuing security interest to the Lender, and to its successors and assigns, all of its right, title and interest in and to any and all of the Borrower's Intellectual Property. "*Intellectual Property*" means, collectively, all of the Borrower's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule II; (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, substitutions, reissues and divisionals of any of the foregoing; (d) rights to sue for past, present and future infringement or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (f) proceeds of any of the foregoing.

Section 7.2 Authorization. The Borrower hereby authorizes the Lender to file such UCC financing statements as the Lender shall deem appropriate to reflect this grant of a security interest pursuant to this Section 7.

SECTION 8. AMENDMENT AND WAIVER.

This Amended and Restated Note may be amended, and the observance of any term hereof may be waived (either retroactively or prospectively), with (and only with) the prior written consent of the Borrower and the Lender. Any amendment or waiver consented to as provided in this Section 8 is binding upon the Lender, each subsequent holder of this Amended and Restated Note and upon the Borrower without regard to whether this Amended and Restated Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Borrower and the Lender nor any delay in exercising any rights hereunder shall operate as a waiver of any rights of the Lender.

SECTION 9. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) in pdf format by electronic mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid). Any such notice must be sent:

(1) if to the Lender, to it at the email and physical address set forth at the beginning hereof to the attention of Richard A. Lumpkin, or at such other address as the Lender shall have specified to the Borrower in writing,

(2) if to any subsequent holder of this Amended and Restated Note, to such holder at such address as such other holder shall have specified to the Borrower in writing, or

(3) if to the Borrower, to the Borrower at its email and physical address set forth at the beginning hereof to the attention of Jose Thomas, or at such other address as the Borrower shall have specified to the Lender in writing.

Notices under this Section 9 will be deemed given only when actually received.

SECTION 10. MISCELLANEOUS.

Section 10.1. Successors and Assigns. All covenants and other agreements contained in this Amended and Restated Note by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of this Amended and Restated Note) whether so expressed or not.

Section 10.2. Entire Agreement. This Amended and Restated Note embodies the entire agreement and understanding between the Borrower and the Lender and supersedes all prior agreements and understandings relating to the subject matter hereof.



Section 10.3. Transferability. The Lender (or its successors) may freely transfer this Amended and Restated Note. This Amended and Restated Note may not be transferred or assigned (including in connection with a merger, reorganization, sale of all or substantially all assets, or a majority of equity interests or other change in control) by the Borrower. Any transfer or assignment in contravention of the foregoing sentence shall be null and void.

Section 10.4. Severability. Any provision of this Amended and Restated Note that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.5. Construction. Each covenant contained in this Amended and Restated Note shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision in this Amended and Restated Note refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

Section 10.6. Governing Law. This Amended and Restated Note shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Illinois excluding choice-of-law principles of the law of such jurisdiction that would require the application of the laws of any other jurisdiction.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Convertible Promissory Note and Security Agreement as of the date first written above.

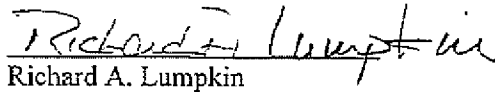
HIMONIC LLC

By: 

Name: Jose Thomas

Title: Chairman and CEO

**ACKNOWLEDGED AND AGREED AS OF
THE DATE FIRST WRITTEN ABOVE:**


Richard A. Lumpkin

**SCHEDULE I TO AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE AND
SECURITY AGREEMENT**

EFFECTIVE AS OF NOVEMBER 29, 2017

[illegible]

**SCHEDULE II TO AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE
AND SECURITY AGREEMENT**

Intellectual Property

Patent/Patent Application No.	Filing Date	Country
61/882,514	September 25, 2013	U.S.
61/882,491	September 25, 2013	U.S.
61/882,481	September 25, 2013	U.S.
14/496,894	September 25, 2014	U.S.
14/828,611	August 18, 2015	U.S.
PCT/IB2016/055164	August 29, 2016	PCT