

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4797915

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	504602354
CONVEYING PARTY DATA	
Name	Execution Date
NANOPRECISION PRODUCTS, INC.	06/06/2017
RECEIVING PARTY DATA	
Name:	LAKE VIEW AG
Street Address:	IM GAFOS 5
City:	SCHAAN
State/Country:	LIECHTENSTEIN
Postal Code:	FL-9494
PROPERTY NUMBERS Total: 36	
Property Type	Number
Application Number:	14031036
Application Number:	62396114
Application Number:	13786448
Application Number:	14695008
Application Number:	15135464
Application Number:	13861273
Application Number:	15135466
Application Number:	13861375
Application Number:	15058070
Application Number:	15362077
Application Number:	14968841
Application Number:	14857757
Application Number:	62396113
Application Number:	14714247
Application Number:	14714211
Application Number:	14714240
Application Number:	14721990
Application Number:	15236381
Application Number:	14940141

PATENT

Property Type	Number
Application Number:	15077902
Application Number:	15077816
Application Number:	15236390
Application Number:	15333184
Application Number:	62424210
Application Number:	15460228
Application Number:	62376245
Application Number:	62376381
Application Number:	62376249
Application Number:	62384141
Application Number:	62384143
Application Number:	62384146
Application Number:	62384148
Application Number:	62384150
Application Number:	62384152
Application Number:	62384154
Application Number:	62483801

CORRESPONDENCE DATA

Fax Number: (310)346-6905

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: 3103466905

Email: MPJACOBS.LAW@EARTHLINK.NET

Correspondent Name: MARC PAUL JACOBS, ESQ.

Address Line 1: 11377 W. OLYMPIC BLVD.

Address Line 4: LOS ANGELES, CALIFORNIA 90064

NAME OF SUBMITTER:	MARC PAUL JACOBS
SIGNATURE:	/Marc Paul Jacobs/
DATE SIGNED:	01/29/2018

Total Attachments: 8

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FINANCING AND SECURITY AGREEMENT

This Financing and Security Agreement (the "Agreement") is made on the 6th day of June, 2017, by and between Lake View Ag, a Liechtenstein company ("Secured Party"), NanoPrecision Products, Inc., a Delaware corporation ("Nano Sub") and Nanoprecision Holding Company, Inc, a California corporation ("Debtor"). Nano Sub and Debtor shall sometimes be referred to herein collectively as the "Obligors". Debtor maintains its principal place of business at 411 Coral Circle, El Segundo, California 90245 (the "Primary Facility") and in Camarillo, California (the "Secondary Facility"). The Primary Facility and Secondary Facility shall sometimes be collectively referred to herein as the "Obligor Facilities".

RECITALS

A. Concurrently with, and subsequent to, the execution hereof, Debtor is borrowing, and will be borrowing, from Secured Party certain sums (individually, the "Loan" and collectively, the "Loans") pursuant to the terms of various Secured Promissory Notes in various amounts which in the aggregate will not to exceed Ten Million Dollars (\$10,000,000) in principal, each dated as of the date of said loan (each a "Note" and collectively, the "Notes"). The terms and conditions for the making of Loans are set forth in a Promissory Note Purchase Agreement by and between Secured Party and Debtor of even date herewith.

B. As security for the faithful performance by Debtor of Debtor's obligation to Secured Party to pay to Secured Party the full amounts of the Loans in accordance with the terms of the Notes, Debtor and the Nano Sub have agreed to pledge to Secured Party certain assets of the Debtor and Nano Sub as more specifically described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

For all purposes of this Agreement, the following terms shall have the meanings specified below:

a. "Debtor's Collateral" means all of the Obligors' (individually and collectively) right, title, and interest in or to (a) each item of equipment (the "Equipment") identified on Exhibit "A", and any and all furniture and fixtures, (b) any and all ownership interests or possessory interests in leasehold improvements located at the Obligor Facilities, (c) any and all inventory of Obligors, (d), any and all work in process of Obligors; (e) any and all supplies of Obligors, (f) any and all cash on hand of Obligors, including but not limited to bank accounts, money market funds, certificates of deposit, and publicly traded securities, (g) any and all accounts receivable of Obligors including any right to payment under any contractual arrangements or agreements of Obligors, (h) any and all intellectual property, trade secrets, trademarks, and patents, and (i) and any and all proceeds of sale or disposition pertaining to (a) through (h), above.

b. "Debtor Agreements" means this Agreement, each and every Note, the Promissory Note Purchase Agreement, and each such document individually.

c. "Debtor's Obligations" means all the obligations of Debtor to Secured Party under the Debtor Agreements, presently existing or hereafter arising.

2. Term

The term of this Agreement shall commence as of the date hereof and shall extend until all of the Debtor's Obligations are fully paid, discharged and performed.

3. Creation of Security Interest

a. Obligors hereby jointly and severally grant to Secured Party a security interest in the Debtor's Collateral, on the terms and conditions hereinafter set forth, to secure the full and faithful performance of each and all of the Debtor's Obligations.

b. Each Obligor shall execute and deliver to Secured Party assignments, notices, financing statements, and other documents and papers and perform such acts as Secured Party may require in order to carry out the provisions of this Agreement and to affirm, effectuate, perfect, and further assure the assignment to Secured Party of the Debtor's Collateral. Each Obligor shall further, from time to time, do such things and execute such documents as Secured Party may request to maintain a valid security interest in the Debtor's Collateral in accordance with the laws of each and every jurisdiction where all or any portion of the Debtor's Collateral may be located.

4. Warranties, Representations and Acknowledgments of Obligors

a. Debtor acknowledges that the Notes are valid and enforceable instruments and represent all amounts heretofore due and owing to Secured Party and that may become due and owing to Secured Party in the future in accordance with the terms of the Note. Each Obligor further warrants and represents to Secured Party that it has the right, power, and authority to enter into this Agreement and perform all acts required of it hereunder without the consent or approval of any third party.

5. Affirmative Covenants of Debtor

Each Obligor will:

a. Inform Secured Party immediately on the occurrence of a material adverse change in the financial condition of that Obligor;

b. Reimburse Secured Party on demand for any and all legal costs, including reasonable attorney's fees, and other expenses incurred in collecting any sums payable by Debtor on the Debtor's Obligations; and

c. At all times keep the Debtor's Collateral free from any adverse lien, security interest or encumbrance, and comply with all laws, statutes and regulations pertaining to same.

d. Maintain the Debtor's Collateral as a separate and identifiable asset and keep at the location of Debtor's principal place of business all records pertaining to the Debtor's Collateral.

e. Except for transactions carried on in the ordinary course of business, not, without the prior written consent of Secured Party sell, encumber or otherwise dispose of or transfer any of the Debtor's Collateral or interest therein or permit or suffer any such disposition or transfer until the Debtor's Obligations have been completely discharged.

f. Each Obligor will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Debtor's Collateral. In the event that either Obligor shall be or become in default of any of their respective obligations hereunder to any third parties, Debtor shall promptly advise Secured Party of such fact and provide to Secured Party such additional information pertaining to same as Secured Party may reasonably request.

g. Each Obligor, at its own cost and expense will appear in and defend any action or proceeding which may affect the Secured Party's security interest in or Debtor's title to any Debtor's Collateral.

h. Each Obligor does hereby appoint Secured Party as its attorney-in-fact to do any act which an Obligor is obligated by this Agreement to do and to exercise, all to protect and preserve Secured Party's rights hereunder in the Debtor's Collateral and Debtor will immediately reimburse Secured Party for any reasonable expenses Secured Party may incur while acting as the attorney-in-fact of either or both Obligors.

6. Release of Debtor's Collateral and Pledgor's Collateral.

Upon the complete payment and discharge of all the Debtor Obligations, Secured Party shall execute and deliver to each Obligor a release and termination of any claim in, and to, the Debtor's Collateral.

7. Rights and Remedies Not Exclusive

The rights, powers and remedies given to Secured Party by this Agreement shall be cumulative and in addition to all rights, powers and remedies given to it by law, pursuant to the Debtor Agreements or otherwise.

8. Default

An Obligor shall be in default under this Agreement upon the happening of any of the following events or conditions:

a. Failure of that Obligor to make any payment when due; or

b. Failure to perform any of the Debtor's Obligations under any of the Debtor Agreements; or

c. Failure to protect the Debtor's Collateral as herein described resulting in the loss or encumbrance thereof, or in any levy, seizure or attachment thereof or thereon; or

d. Any breach of any representation or warranty in this Agreement; or

e. The filing, by or against an Obligor of a petition or the commencement of any proceeding relating to Debtor under any bankruptcy, arrangement, insolvency or readjustment of debt law, or an Obligor's making an assignment for the benefit of creditors, or the filing of any other comparable action under the laws of the jurisdiction in which an Obligor shall reside or carry on business.

9. Remedies

Upon the occurrence of any event of default or at any time thereafter, Secured Party may, at its option, declare all the Debtor's Obligations secured hereby, or any of them, which remain uncured for a period of thirty (30) days following such default, immediately due and payable after demand and notice and the same thereupon shall immediately be due and payable, and Secured Party shall have and may exercise from time to time any and all rights and remedies of a Secured Party under the Commercial Code of the State of California or the applicable laws of any other jurisdiction in which the Debtor's Collateral shall be located, and any and all rights and remedies available to it under any other applicable law.

Upon request or demand of Secured Party, Debtor shall promptly pay all costs of Secured Party for collection of any and all of Debtor's Obligations, and enforcement of Secured Party's rights hereunder, including reasonable attorneys' fees and other legal expenses, and if Debtor fails to pay such expenses and Secured Party elects to do so, the amount thereof will be added to and become a part of the Debtor's Obligations. Secured Party shall give the Obligors, reasonable notice of the time and place of any public sale of the Debtor's Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to each Obligor at the addresses shown in Paragraph 10. of this Agreement, or at such other address as an Obligor shall have given written notice of to Secured Party pursuant to the provisions of Paragraph 10, at least fifteen (15) days, or such lesser time as provided by the law, before the time of the sale or disposition. Upon the disposition of any Debtor's Collateral after the occurrence of any default hereunder, the proceeds of the disposition shall be applied first to expenses of retaking, holding, preparing for sale, selling, and the like, including Secured Party's reasonable attorneys' fees and other legal expenses, and then to satisfaction of the Debtor's Obligations, and Debtor shall be and remain personally liable to Secured Party for any deficiency, and Secured Party shall account to each Obligor for any surplus.

10. Notices

All notices, requests, instructions, or other documents required or permitted hereunder or deemed by any party hereunder to be necessary or desirable to be given to any other party shall be in writing and shall be deemed to have been given on the date of service if served

personally on the party to whom notice is given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, certified, postage prepaid, and addressed to the addressee at the address stated indicated below, or at the most recent address specified by written notice given to the sender by the addressee under this provision.

To Secured Party:

Lake View Ag
Landstrasse 25
FL 9494 Vaduz
Liechtenstein
Attn : Eugene F. Peppard

To Obligors/Debtor:

NanoPrecision Products, Inc.
411 Coral Circle
El Segundo, CA 90245
Attn : Michael Barnoski

and


Nanoprecision Holding Company, Inc.
411 Coral Circle
El Segundo, CA 90245
Attn : Josh Mendelsohn

11. Miscellaneous

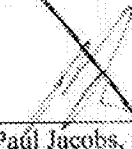
Except as otherwise provided herein, no delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Time is of the essence of this Agreement. The provisions of this Agreement are cumulative and in addition to the provisions of any of the Debtor's Agreements and Secured Party shall have all the benefits, rights and remedies of and under any of the Debtor Agreements. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all of the Debtor's Obligations shall bind the Debtor's successors and assigns. This Agreement is made under and shall be construed pursuant to the laws of the State of California. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The paragraph and subparagraph headings herein contained are for the purpose of identification only and shall not be considered in construing this Agreement. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and wherever it may be appropriate.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the day and year first above written.

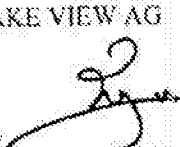

NANO PRECISION HOLDING COMPANY,
INC.

By 
Marc Paul Jacobs, Secretary

NANOPRECISION PRODUCTS, INC.

By 
Marc Paul Jacobs, Secretary

LAKE VIEW AG

By  
Eugene F. Peppard

"Exhibit A"

Application Number

14/031,036

62/396,114

13/786,448

14/695,008

15/135,464

13/861,273

15/135,466

13/861,375

15/058,070

15/362,077

14/968,841

14/857,757

62/396,113

14/714,247

14/714,211

14/714,240

14/721,990

15/236,381

14/940,141

15/077,902

15/077,816

15/236,390

15/333,184

62/424,210

15/460,228

Application Number (continued)

62/376,245

62/376,381

62/376,249

62/384,141

62/384,143

62/384,146

62/384,148

62/384,150

62/384,152

62/384,154

62/483,801