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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5104194

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|---|--------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST              |
| <b>CONVEYING PARTY DATA</b>   |                                |
| <b>Name</b>   | <b>Execution Date</b>          |
| WARD ENTERPRISES, LLC   | 04/10/2017                     |
| <b>RECEIVING PARTY DATA</b>   |                                |
| <b>Name:</b>  | NORTHWEST MINNESOTA FOUNDATION |
| <b>Street Address:</b>  | 201 3RD STREET, N.W.           |
| <b>City:</b>  | BEMIDJI                        |
| <b>State/Country:</b>   | MINNESOTA                      |
| <b>Postal Code:</b>   | 56601                          |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                |
| <b>Property Type</b>  | <b>Number</b>                  |
| <b>Patent Number:</b>   | 9795087                        |
| <b>CORRESPONDENCE DATA</b>  |                                |
| <b>Fax Number:</b>  | (701)237-0544                  |
| <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> |                                |
| <b>Phone:</b>   | 701-281-8822                   |
| <b>Email:</b>   | michael@neustel.com            |
| <b>Correspondent Name:</b>  | NEUSTEL LAW OFFICES, LTD.      |
| <b>Address Line 1:</b>  | 2534 SOUTH UNIVERSITY DRIVE    |
| <b>Address Line 2:</b>  | SUITE 4                        |
| <b>Address Line 4:</b>  | FARGO, NORTH DAKOTA 58103      |
| <b>NAME OF SUBMITTER:</b>   | MARK A. LITMAN                 |
| <b>SIGNATURE:</b>   | /Mark A. Litman/               |
| <b>DATE SIGNED:</b>   | 08/22/2018                     |
| This document serves as an Oath/Declaration (37 CFR 1.63).  |                                |
| <b>Total Attachments: 17</b>  |                                |
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PROMISSORY NOTE

Date: April 10, 2017  
Amount: \$35,000.00

FOR VALUE RECEIVED, Ward Enterprises, LLC., a limited liability company under the laws of Minnesota (herein the "maker" in this note) promises to pay to the order of Northwest Minnesota Foundation (NMF) the principal sum of Thirty Five Thousand and 00/100 dollars (\$35,000.00), with interest from April 17, 2017 upon the unpaid principal at the rate of three percent (3.0 %) per annum until fully paid. All payments shall be paid in lawful money of the United States at the place that any holder of this note may designate in writing from time to time. The note shall be payable in installments as follows:

Lender shall lend to Borrower the sum of Thirty Five Thousand and no/100 Dollars (\$35,000.00). Borrower shall execute a promissory note in that amount payable to Lender in a form acceptable to Lender. The note shall bear interest at a rate of Three percent (3.0%) per annum, twenty four (24) months interest only payments beginning on June 1, 2017 through May 1 2019, upon which date the entire remaining balance is due and payable.

Each payment shall be applied first to any costs of collection, second to any late charges, third to accrued interest on the unpaid principal balance, and the remainder of the payment shall be applied to principal. Maker has the right to prepay all or any part of the unpaid balance without fee or penalty. Any partial prepayment will be applied first to accrued interest and then to installments of principal due hereunder in their inverse order of maturity. No partial prepayment shall reduce the amount of or postpone the due date of any payment of principal and interest provided for by this note.

Any installment of principal or interest not paid within (15) days of the due date shall result in a late charge equal to two percent (2%) of the amount of such installment which shall become due and payable immediately upon default.

A one percent (1%) increase in the stated interest rate will go into effect if a payment exceeds forty-five (45) days past due. If the loan payments are brought current, the interest rate will revert back to the original rate thirty (30) days after they are brought current.

If default occurs in the payment of any installment under this note or in the terms and conditions of the Loan Agreement executed as part of this transaction, the holder of this note shall have the option to declare this note immediately due and payable without notice, notice of the exercise of such option being hereby expressly waived. Failure to exercise this option upon a default shall not constitute a waiver of the right to exercise this option for any following default. In the event of any default, the maker shall pay all costs of collection including reasonable attorney's fees.

Presentment, demand, protest and notice are waived.

This note is governed by the laws of Minnesota

This note is secured by a security agreement of even date.

Dated:

4/11/17

By

[Signature]  
Gary Ward, President

## **LOAN AGREEMENT**

THIS AGREEMENT is entered into the day and year written below by and between NORTHWEST MINNESOTA FOUNDATION, a non-profit Minnesota corporation, with its principal office at 201 3<sup>rd</sup> St N.W., Bemidji, MN 56601 (hereinafter referred to as Lender) and Ward Enterprise, LLC. (hereinafter referred to as Borrower).

### **RECITALS**

Borrower wishes to obtain from Lender the sum of Thirty Five Thousand and no/100 Dollars (\$35,000.00) for the purposes of working capital. Lender is willing to lend that sum of money to Borrower upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

### **I. LOAN AMOUNT**

Lender shall lend to Borrower the sum of Thirty Five Thousand and no/100 Dollars (\$35,000.00). Borrower shall execute a promissory note in that amount payable to Lender in a form acceptable to Lender. The note shall bear interest at a rate of Three percent (3.0%) per annum, twenty four (24) months interest only payments beginning on June 1, 2017 through May 1 2019, upon which date the entire remaining balance is due and payable.

### **II. LOAN COLLATERAL**

Borrower shall execute whatever documents are reasonably necessary to provide Lender with a perfected security interest or lien position in the following collateral:

- A. A second lien position on Borrower's equipment, inventory, receivables, accounts, instruments, investment property, documents, deposit accounts and general intangibles now owned or hereafter acquired;
- B. Unlimited and Unconditional Personal guarantee of Gary Ward;

### **III. INSURANCE**

Borrower shall maintain and furnish evidence of the existence of the following policies of insurance and that the premiums therefore for the current policy year have been paid:

- A. Comprehensive General Public Liability Insurance providing for limits of coverage of not less than \$35,000.00;
- B. Hazard Insurance insuring against loss by fire, lightning, vandalism, malicious mischief and other risks customarily covered by a standard "all-risk" policy in an amount not less than the loan amount and naming lender loss payee;
- C. Workers' Compensation insurance, with statutory coverage covering all persons engaged in Borrower's employment.

Borrower shall provide to Lender satisfactory proof of premium payment within thirty (30) days of premium due date.

#### **IV. DEFAULT**

The entire principal and interest owing Lender under the note executed pursuant to this Agreement shall become immediately due and payable without notice of non-payment, presentment for payment, demand, protest, and notice of protest, and diligence of enforcing suit against any party, all of which are expressly waived by the Borrower, in the event that:

A. Borrower fails to comply with any of the terms of this Agreement, Lender's Commitment Letter, the Promissory Note, or Security Agreement contemplated herein;

B. After notice from appropriate regulatory bodies, Borrower fails to comply with any applicable law or regulation within a reasonable period of time, it being agreed that nothing shall prevent Borrower from contesting, in good faith, the applicability or legality of any such law or regulation;

C. Lender reasonably deems itself unsecured;

D. Borrower is in default on any loan from any lender;

E. Borrower changes its principal place of business outside the region encompassed by Lender;

F. Borrower makes a sale or other disposition of all or any substantial part of the Borrower's business assets; or

G. There occurs any change of ownership or management of the Borrower, from its current status, without the prior written consent of Lender.

H. Borrower fails to maintain the insurance called for under the terms of this Loan Agreement throughout the duration of the loan.

#### **V. LEGAL REMEDIES OF LENDER**

Borrower acknowledges Lender's right to pursue any and all legal remedies against Borrower, and to recover from Borrower any amounts owed by Borrower to Lender under this Agreement and Borrower's note, together with interest and all reasonable costs of collection including attorney's fees and legal expenses.

#### **VI. DUTIES OF BORROWER**

Borrower agrees, in connection with the operation of its business, to do the following:

A. To keep account books for the operation;

B. To furnish Lender financial statements each quarter, or at such intervals as may be requested by Lender, including balance sheets, profit and loss statements, and such other financial information as Lender may require. Financial reports shall be due within forty-five (45) days of the close of each period;

C. To allow Lender to conduct on-site visits to inspect its business records and business operation, at reasonable times with reasonable notice to Borrower;

D. Upon request, to furnish Lender with the following reports or a copy thereof:

- (1) All tax records of the business (state, local and federal);
- (2) An annual personal financial statement of the guarantor(s),  
if any;
- (3) All payroll records;
- (4) All sales records;
- (5) All purchase records.

E. To invest the entire proceeds of the loan in Borrower's business located at Bagley, Minnesota, for the purposes set forth above, and to not intermingle the funds with funds of other businesses or projects of Borrower.

F. To execute all documents reasonably required by Lender in order to satisfy Lender of Borrower's compliance with all the terms of this Agreement.

G. Borrower will provide information to Lender on an annual basis, or more frequently as requested by Lender, for the purpose of documenting the creation and retention of jobs as required herein.

H. Refrain from making loans to partners, employees, shareholders, directors, or related parties of the Borrower, until such time that all debt obligations hereunder are paid in full to Lender. Any such existing loans are hereby subordinated to all indebtedness to Lender. If Borrower is a corporation, no dividends shall be paid during the term of this Agreement, without the prior consent of Lender.

I. To hereby consent that all lenders providing financing to Borrower may exchange information relating to the conduct of Borrower's business.

J. A one percent (1%) increase in the stated interest rate will go into effect if a payment exceeds forty-five (45) days past due. If the loan payments are brought current, the interest rate will revert back to the original rate thirty (30) days after they are brought current.

K. To pay a late charged equal to two percent (2%) of the amount of the installment payment for each payment that is not paid within fifteen (15) days of its due date.

## **VII. BORROWER'S REPRESENTATIONS AND WARRANTIES.**

To induce Lender to enter into this Agreement, the Borrower represents and warrants to Lender as follows:

A. Borrower is in compliance, and will remain in compliance throughout the term of this Agreement, with all environmental laws including, but not limited to, CERCLA (42 USC §9601, et. seq.), MERLA (M.S.A. §115B.01, et. seq.), as well as all laws and regulations applicable to underground storage tanks. Borrower has no knowledge of the existence of any underground storage tanks, hazardous substances or waste being upon or buried beneath any real estate that is pledged as collateral in this transaction.

B. Borrower is not in default with respect to any of its existing indebtedness. The making and performance of this Agreement, and its related documents, will not create such default.

C. Borrower has the power and authority to enter into and perform this Agreement and to incur the obligations herein provided for. Borrower has taken all corporate action necessary to authorize the execution, delivery, and performance of this Agreement, the note, and the collateral documents by the undersigned representative of the Borrower. There is no pending order, notice, claim, litigation, proceeding, or investigation against or affecting the Borrower.

D. No representation or warranty by the Borrower contained herein or in any other document furnished by the Borrower to the Lender contains any untrue statement of material fact or omits to state a material fact.

## **VIII. WAIVER**

Lender shall not by any act, delay, or omission be deemed to have waived any of its rights or remedies against Borrower and any delay or omission shall not be construed as a bar to or waiver of any such right to remedy against Borrower which Lender would have had on any future occasion. No waiver or modification of this Agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to this Agreement.

## **IX. CLOSING FEES**

Borrower agrees to pay all legal fees, costs, and all other expenses incurred or necessary in connection with this loan and the collateral documents referred to herein.

## **X. GOVERNING LAW**

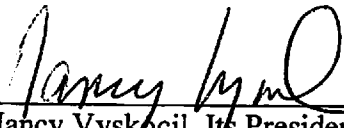
This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

**XI. ENTIRE AGREEMENT**

This Agreement can only be amended by the parties in writing. This document contains the entire agreement of the parties and shall be binding upon their heirs, successors and assigns. There are no other representations relied upon by Borrower except as set forth herein. BY EXECUTION OF THIS AGREEMENT, LENDER IS IN NO WAY OBLIGATED TO EXTEND ANY FURTHER CREDIT AT ANY POINT IN THE FUTURE.

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement this 10th day of April, 2017.

NORTHWEST MINNESOTA FOUNDATION

By   
Nancy Vyskocil, Its President

WARD ENTERPRISE, LLC

By   
Gary Ward, President



UNLIMITED AND UNCONDITIONAL PERSONAL GUARANTY

Guarantor. The word "Guarantor" means Gary Ward

Borrower. The word "Borrower" means Ward Enterprise, LLC

Lender. The word "Lender" means Northwest Minnesota Foundation.

Note. The word "Note" means the promissory note or credit agreement dated April 10, 2017 in the original principal amount of \$ 35,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.

Indebtedness. The word "Indebtedness" means the Note, including: (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include, without limitation, all of Lender's attorney's fees and legal expenses, whether or not suit is instituted, and all attorney's fees and legal expenses for all bankruptcy proceedings, appeals, and any post-judgment collection services.

For good and valuable consideration, Guarantor absolutely and unconditionally guarantees and promises to pay to Lender or its order, on demand, in legal tender of the United States of America, the Indebtedness of Borrower to Lender on the terms and conditions set forth herein. The liability of Guarantor hereunder includes the Indebtedness, together with all of Lender's costs, expenses, and attorney's fees incurred in connection with the enforcement of this Guaranty or the collection and sale of any collateral for this Guaranty. Attorney's fees include, without limitation, attorney's fees whether or not there is a lawsuit, and if there is a lawsuit, any fees and costs for trial and appeals. If Lender presently holds one or more guarantees, or hereafter receives additional guarantees from Guarantor, the rights of the Lender under all guarantees shall be cumulative. This Guaranty shall not affect or invalidate any such other guarantees.

Guarantor intends to guaranty at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all the Indebtedness. This Guaranty shall continue in full force until all the Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor hereunder.

Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change any of the terms of the Indebtedness (including, but not limited to, increases or decreases in the rate of interest of the Note); extensions may be repeated and may be for longer than the original loan term; (c) to exchange, enforce, waive, or release any security for the Note; (d) to release, substitute, agree not to sue, or deal with any of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when, and what application of payments and credits shall be made on the Indebtedness; (f) to sell, transfer, assign, or grant participation in all or any part of the Indebtedness; and (g) to assign or transfer this Guaranty in whole or in part.

Guarantor represents and warrants to Lender that: (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Lender has made no representation to Guarantor as to the credit worthiness of Borrower; (d) upon Lender's request, Guarantor will provide to Lender complete and accurate financial and credit information on Guarantor in a form acceptable to Lender; and (e) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition.

If now or hereafter: (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 USC § 547 (b), or any successor provision of the Federal Bankruptcy Laws.

Date: 4-10-17

  
Gary Ward, President

STATE OF MINNESOTA  
COUNTY OF Beltrami <sup>SS.</sup>

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2017  
by Sean Moran.

THIS INSTRUMENT WAS DRAFTED BY  
Northwest Minnesota Foundation  
201 3<sup>rd</sup> St NW  
Bemidji, MN 56601

  
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT



**SECURITY AGREEMENT**

DATE April 10, 2017

|                               |                      |                        |                                |
|-------------------------------|----------------------|------------------------|--------------------------------|
| Debtor                        | Ward Enterprise, LLC | Secured Party          | Northwest Minnesota Foundation |
| Business or Residence Address | 201 Lincoln Ave      | Address                | 4225 Technology Drive NW       |
| City, State & Zip Code        | Twin Valley MN 56584 | City, State & Zip Code | Bemidji, MN 56601              |

Debtor's social security number/taxpayer identification number is 81-3507329

1. **Security Interest and Collateral.** To secure (check one)  the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"),  the debt, liability or obligation of the Debtor to Secured Party evidenced by the following: \_\_\_\_\_

and any extensions, renewals or replacements thereof (herein referred to as the "Obligations"); Debtor hereby grants Secured Party a security interest (herein called the "Security Interest"; in the Collateral. The Collateral includes all of the property of the Debtor in the categories indicated below, wherever such property may be located and whether now owned or hereafter acquired (check applicable boxes and, where appropriate, complete description of property)  Accounts  Chattel Paper  Inventory  Equipment  Instruments  Investment Property  Documents  Deposit Accounts  Letter of Credit Rights  General Intangibles. Each of the terms used to describe a category of the Debtor's property shall have the meaning ascribed to such term in the Uniform Commercial Code of the state whose laws govern this Security Agreement as of the date hereof (the "UCC"). The Collateral also includes the following specifically described property of the Debtor (add a sheet if this space is not adequate): \_\_\_\_\_

The Collateral also includes all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and all proceeds of any and all of the foregoing property. If goods are described above, the Collateral includes all accessions and, except in the case of consumer goods, all (i) accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. **Representations and Warranties.** Debtor represents and warrants that:

- (a) Debtor is  an individual,  a partnership,  a corporation,  a limited partnership,  a limited liability partnership,  a limited liability company.
- (b) The Collateral will be used primarily for  personal, family or household purposes;  farming operations;  business purposes.
- (c)  If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is: \_\_\_\_\_

And the name of the record owner is: \_\_\_\_\_

(d) Debtor is (Check applicable box):  A registered organization organized in \_\_\_\_\_  An organization whose sole place of business is located at the address of Debtor shown at the beginning of this Agreement  An organization with two or more places of business whose chief executive office is located at the address of Debtor shown at the beginning of this Agreement.

(e) Debtor's exact legal name and social security or taxpayer identification number are set forth at the beginning of this Security Agreement.

(f) Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) absolute title to and the power to transfer each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest.

(g) If Debtor is an organization, this Agreement has been duly and validly authorized by all necessary action, and the person(s) executing this Agreement has (have) authority to act for Debtor.

(h) Each account, chattel paper, payment intangible, instrument and other right to payment constituting or evidencing Collateral is (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set-off or counterclaim (other than those arising in the ordinary course of business) of the account debtor or other person named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation.

3. **Debtor's Agreements.** Debtor agrees that:

(a) Debtor will defend the Collateral against all claims or demands of all persons other than Secured Party. Debtor will not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party, except that, until the occurrence of an Event of Default and the revocation by Secured Party of Debtor's right to do so, Debtor may sell any inventory constituting Collateral to buyers in the ordinary course of business and use and consume any farm products constituting Collateral in Debtor's farming operations.

(b) Debtor will not permit any tangible Collateral to be located in any state (and, if county filing is required, in any county) in which a financial statement covering such Collateral is required to be, but has not in fact been, filed in order to perfect the Security Interest.

(c) Debtor will neither cancel, nor agree to any material modification or amendment of, nor release any supporting obligation or lien securing any right to payment or instrument, document, chattel paper or other agreement constituting or evidencing Collateral, without Secured Party's prior written consent, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.

(d) If Debtor at any time fails to perform or observe any agreement contained in Section 3(d), and if such failure shall continue for a period of ten calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in clauses (viii) and (ix) of Section 3(d), immediately upon the occurrence of such failure, without notice or lapse of time), Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the endorsement of certificates and instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all certificates, instruments, documents, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3 and Section 4.

**THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF,  
ALL OF WHICH ARE MADE A PART HEREOF.**

Northwest Minnesota Foundation  
Secured Party's Name

Ward Enterprise, LLC  
Debtor's Name

By Nancy Vyskocil  
Title: Nancy Vyskocil, President

By Gary Ward  
Title: Gary Ward, President

Filing Number: 950615800024  
Date: 05/16/2017  
Time: 9:51 AM  
STATE OF MINNESOTA  
Office: Office of the Minnesota  
Secretary of State

## UCC1 - Original Filing - UCC Financing Statement

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**RETURN ACKNOWLEDGEMENT TO:**

Connie Aguillo  
201 3rd St NW  
Bemidji, MN 56601

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**DEBTOR INFORMATION****ORGANIZATION'S NAME**

Ward Enterprises, LLC

**MAILING ADDRESS**

201 Lincoln Ave NE

**CITY**

Twin Valley

**STATE**

MN

**POSTAL CODE COUNTRY**

56584 USA

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**SECURED PARTY INFORMATION****ORGANIZATION'S NAME**

Northwest Minnesota Foundation

**MAILING ADDRESS**

201 3rd St NW

**CITY**

Bemidji

**STATE**

MN

**POSTAL CODE COUNTRY**

56601 USA

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**COLLATERAL**

A second lien position on Borrower's equipment, inventory, receivables, accounts, instruments, investment property, documents, deposit accounts and general intangibles now owned or hereafter acquired. Unlimited and Unconditional Personal guarantee of Gary Ward;

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**ADDITIONAL INFORMATION(IF ANY)**

**ADDITIONAL FILER REFERENCE DATA:** Loan 931 Ward Enterprises, LLC

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April 4, 2017

Gary Ward  
201 Lincoln Ave NE  
Twin Valley, MN 56584

Dear Gary,

I am pleased to report that the Business Finance Loan Program internal loan review committee of the Northwest Minnesota Foundation met on March 20, 2017 and approved your loan request with the following terms and conditions:

**Borrower:** Ward Enterprises, LLC

**Lender:** Northwest Minnesota Foundation

**Amount:** \$35,000

**Use of Proceeds:** Inventory and working capital

**Interest Rate:** 3.0%, fixed annual rate

**Term:** 24 Months interest only payments

**Est. Payment:** \$88

**Loan Disbursement Method:** at closing

**Payment Method:** Via automatic payment method on the 1st of each month. The first payment date will be June 1, 2016.

**Security:**

**Business Assets:** The Note shall be secured by a second priority UCC security interest on all business assets currently owned and to be purchased.

**Personal guarantee:** a personal guarantee will be taken from Gary Ward for the entire loan indebtedness. This form will be prepared for you to be executed at loan closing.

**Corporate Resolution:** Borrower shall provide to lender an executed corporate resolution naming Gary Ward as secretary and empowering him to negotiate and execute documents necessary or desirable to effectuate a term loan agreement with Northwest Minnesota Foundation.

**Insurance on Assets:** Borrower shall maintain and furnish evidence of hazard insurance, insuring against loss by fire, lightning, vandalism, malicious mischief and other risks normally covered by a standard "all risk" policy in an amount not less than the total financing amount of \$100,000. Please have your insurance agent name the lender as Loss Payee.

**Technical Assistance:** NMF staff will provide business technical assistance after the loan is disbursed until maturity of the loan. At a minimum, two site visits per year will be conducted as well as other technical assistance as needed.

**Financial Reporting:** you will provide yearly tax returns and/or financial statements on an annual basis. Tax returns should be provided within 120 days of filing. Financial information may be requested between annual information from time to time.

**Warranty of Representations:** Borrower warrants that all financial information submitted in the application for this loan is accurate, true and correct, to the best of Borrower's knowledge.

**Due on Sale:** All outstanding obligations arising under this commitment shall become due and payable in full immediately should the business move outside the region encompassed by Lender, upon the sale or other disposition of all or any part of Borrower's business, located in Bemidji, Minnesota. Such disposition shall include, but not be limited to, the sale of all or a substantial portion of the assets of the business or the voluntary or involuntary sale, assignment or other transfer of ownership of Borrower.

**Material Change:** Lender shall not be under obligation to fund this loan should there be any material adverse change in Borrower's financial position from data previously submitted to Lender, or if any information previously submitted to Lender proves to be false, financial or otherwise, or if there are any actions, proceedings or investigations pending, or threatening which might materially adversely affect the condition of the Borrower or Borrower's ability to perform its obligations under the loan documentation. Borrower shall be under affirmative duty to disclose such information immediately without any further request by Lender.

**Loan Closing:** At the loan closing, the total loan funds will be disbursed to you. Closing costs will include \$40 for filing the UCC and attorney's fees which at this time are estimated to be \$500.

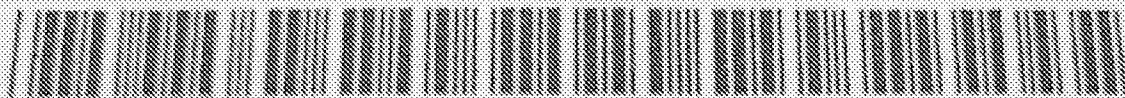
**You and I will meet at a time TBD at the Northwest Minnesota Foundation, 201 3<sup>rd</sup> Street NW Bemidji, MN 56601 to complete the signing of documents and deliver funds.**

Sincerely,

Robert Maher  
Program Specialist, Business Development

## **Required at closing**

1. Check for \$540.00 – UCC-1 filing \$20 and \$20 for UCC termination. \$500 in attorney's fees.
2. Current copy of proof of insurance for Ward Enterprises with Northwest Minnesota Foundation listed as loss payee
3. Voided check from the intended loan repayment account
4. Signed and executed Corporate Resolution



US009795087B2

(10) Patent No.: US 9,795,087 B2  
(45) Date of Patent: Oct. 24, 2017

(56) References Cited

U.S. PATENT DOCUMENTS

|                |        |              |                        |
|----------------|--------|--------------|------------------------|
| 3,390,918 A *  | 7/1968 | Reinke ..... | A01F 25/186<br>406/159 |
| 4,396,045 A *  | 8/1983 | Cain .....   | B65B 39/04<br>141/286  |
| 8,925,578 B2 * | 1/2015 | Lee .....    | F16K 3/03<br>137/527   |

\* cited by examiner

*Primary Examiner* — Timothy L Maust

*Assistant Examiner* — Timothy P Kelly

(74) *Attorney, Agent, or Firm* — Neustel Law Offices

(57) ABSTRACT

A variable diameter discharge system for controlling the flow and distribution of a material being fed into a bin. The variable diameter discharge system generally includes a storage bin including a bin opening for receiving a material and a hopper in the storage bin. A honner

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(12) **United States Patent**  
Ward

(35) Patent No.: **US 9,795,087 B2**  
(45) Date of Patent: **Oct. 24, 2017**

(56) **VARIABLE DIAMETER DISCHARGE SYSTEM**

(71) Applicant: **Gary Lee Ward, Twin Valley, MN (US)**

(72) Inventor: **Gary Lee Ward, Twin Valley, MN (US)**

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: **15/420,205**

(22) Filed: **Jan. 31, 2017**

(65) **Prior Publication Data**  
US 2017/0247183 A1 Aug. 31, 2017

**Related U.S. Application Data**

(60) Provisional application No. 62/300,733, filed on Feb. 26, 2016.

(51) Int. Cl.  
*A01F 25/18* (2006.01)  
*B65D 88/28* (2006.01)  
*B65D 88/02* (2006.01)

(52) U.S. Cl.  
CPC ..... *A01F 25/186* (2013.01); *B65D 88/02* (2013.01); *B65D 88/28* (2013.01)

(58) **Field of Classification Search**  
CPC ... *B65G 69/0441*; *A01F 25/183*; *A01F 25/186*  
USPC ..... 141/67, 286; 406/19, 159, 163  
See application file for complete search history.

(56) **References Cited**  
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|                |        |       |             |
|----------------|--------|-------|-------------|
| 3,380,918 A *  | 7/1968 | Reids | A01F 25/186 |
|                |        |       | 406/159     |
| 4,396,045 A *  | 8/1983 | Cobb  | B65D 39/04  |
|                |        |       | 141/256     |
| 8,923,578 B2 * | 1/2015 | Lee   | F16K 39/33  |
|                |        |       | 137/527     |

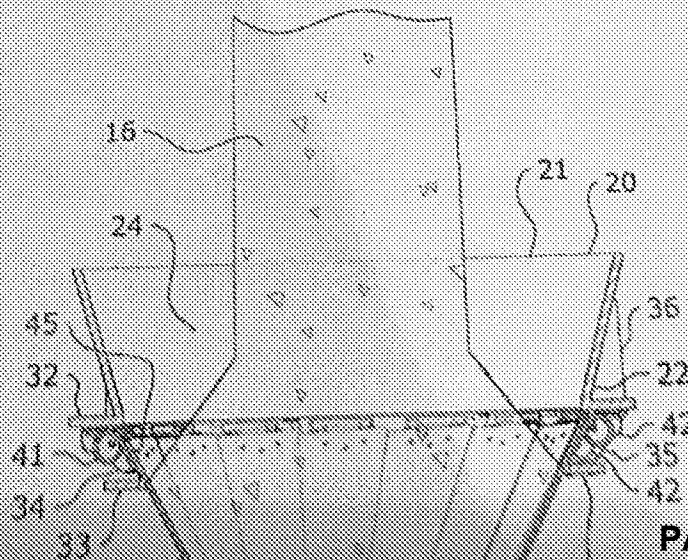
\* cited by examiner

*Primary Examiner* — Timothy L. Maust  
*Assistant Examiner* — Timothy P. Kelly  
(74) *Attorney, Agent, or Firm* — Neustel Law Offices

(57) **ABSTRACT**

A variable diameter discharge system for controlling the flow and distribution of a material being fed into a bin. The variable diameter discharge system generally includes a storage bin including a bin opening for receiving a material to be stored in the storage bin. A hopper is suspended beneath the bin opening such that materials fed into the bin opening pass through the hopper. A ring member is connected to the hopper which includes a plurality of guide members adjustable between a first position and a second position. An opening is defined between the guide members; with the opening enlarging as the guide members are adjusted toward the second position. Springs connected between the guide members and the ring member bias the guide members toward the first position. The guide members move from the first position to the second position when a material is flowing through the opening.

**18 Claims, 21 Drawing Sheets**



**PATENT**



Office of the Minnesota Secretary of State  
Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

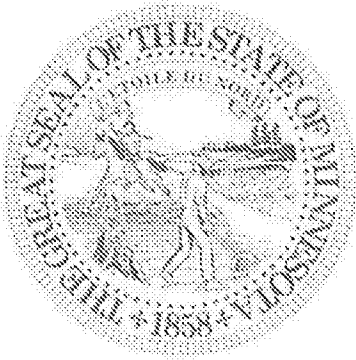
The business entity is now legally registered under the laws of Minnesota.

Name: Ward Enterprise, LLC

File Number: 877357700028

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 03/08/2016



*Steve Simon*

Steve Simon  
Secretary of State  
State of Minnesota

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Gary Lee Ward                      Examiner: Timothy L. Maust  
Serial No. 15/420,0878                      Art Unit: 3753  
Filed: 31 January 2017                      Docket No. Zahn-1  
Customer No.:                                      Conf. No.: 8438  
Patent No. **9,795,087**  
Title: **VARIABLE DIAMETER DISCAHRGE SYSTEM**

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**MAIL STOP: ASSIGNMENT BRANCH**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**FILING OF LIEN AGAINST US PATENT NO. 9,795,087**

Dear Sir:

This correspondence accompanies the filing of a formal lien against US Patent No. 9,795,087 (identified above) on behalf of a lender with authorized rights to all business properties, including tangible and intangible assets of the Borrower, Mr. Gary Lee Ward (d.b.a. Ward Enterprises, LLC). The formal documents enabling perfection of this lien are attached as signed by Mr. Gary Lee Ward in favor of NORTHWEST MINNESOTA FOUNDATION, the proposed lien-holder

The U.S. Patent and Trademark Office is hereby authorized to debit Attorney's Deposit Account No. 501391 for any fees, charges or costs associated with this response.

**REMARKS**

All objections and rejections have been overcome. If the Examiner believes that there are any issues that can be clarified or resolved by a telephone communication, the Examiner is respectfully invited to the below attorney of record, Mark A. Litman, at **952.832.9090**, during regular business hours.

Respectfully submitted,

**NORTHWEST MINNESOTA FOUNDATION**

Lien-Holder

By their Representatives,  
**MARK A. LITMAN & ASSOCIATES, P.A.**  
7001 Cahill Road, Suite 15A  
Edina, Minnesota 55439  
**612-965-3755**

Date: 22 AUGUST 2018

By: /Mark A. Litman/  
Mark A. Litman  
Reg. 26,390

|  |                                      |
|--|--------------------------------------|
| Electronically transmitted in accordance with § 1.6(a)(4) The undersigned hereby certifies that this Transmittal Letter and the paper or fee, as described herein, are being sent by Electronic submission to the United States Patent and Trademark Office addressed to Mail Stop: ASSIGNMENT BRANCH, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313, on 22 August 2018. |                                      |
| <u>Mark A. Litman</u><br>Name  | <u>/Mark A. Litman/</u><br>Signature |