

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5403874

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	MR GLYNN BARBER	12/08/2018
RECEIVING PARTY DATA		
Name:	GREENHEART PAYMENT SOLUTIONS LLC	
Street Address:	1620 TEXAR DR	
City:	PENSACOLA	
State/Country:	FLORIDA	
Postal Code:	32503	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10206377
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:	6164229736	
Email:	bowenscg@gmail.com	
Correspondent Name:	MICHAEL J BOWEN	
Address Line 1:	1620 TEXAR DR	
Address Line 4:	PENSACOLA, FLORIDA 32503	
NAME OF SUBMITTER:	MICHAEL J BOWEN	
SIGNATURE:	/Michael J. Bowen/	
DATE SIGNED:	03/04/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 11		
source=Fully Executed ECSIA GreenHeart Cannabis Licensing Agreement 12-8-2018#page1.tif		
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GreenHeart Payment Solutions

EXCLUSIVE DISTRIBUTION AND LICENSING AGREEMENT PRODUCT DISTRIBUTION & LICENSE AGREEMENT

This Product Distribution and License Agreement (the "Agreement") is made on December 5, 2018 between ECSIA, LLC, a Limited Liability Company, ("ECSIA") and GreenHeart Payment Solutions, LLC ("GPS"), a Delaware Limited Liability Company, hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, ECSIA owns the Patents and Copyrights covering various technologies commonly known as the "ECSIA" growing system and the Simply Six formulation, and has the right to grant licenses under the licensed patent rights (as hereinafter defined), and;

WHEREAS, GPS is a marketing and sale company organized to sell various services and ; WHEREAS, ECSIA wishes to distribute & license on an exclusive basis for the Cannabis and hemp sectors, and GPS wishes to obtain a license under the licensed patent rights upon the terms & conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein, ECSIA grants GPS the license rights described below on the terms and conditions set forth herein.

1. GRANT OF EXCLUSIVE LICENSE

1.1. ECSIA hereby grants to GPS the exclusive worldwide license (the "License"), sell and lease the products, promotional materials, advertisements, and all patents, Copyrights, and trademarks . While GPS may have access to the patented technologies, GPS cannot sublicense the technology without prior written permission from ECSIA.

1.2. This License shall mean a license, including the right to sublicense, with ECSIA's written consent, and or sublease, whereby GPS's rights are sole and entire and operate to exclude all others, including ECSIA and its affiliates except as otherwise expressly provided herein.

1.3. GPS agrees to mark or have marked all Products and Promotional Materials made, used or leased by it or its sub licensees under this Licenses, if and to the extent such markings shall be practical, with such patent markings as shall be desirable or required by applicable patent laws.


1.4. ECSIA hereby authorizes GPS to use and modify all advertisements and promotional materials developed or otherwise owned or controlled by ECSIA listed herein, in connection with GPS's marketing and distribution activities with respect to the Products specific to the cannabis and hemp industries including the Simply Six product.


1.5. GPS reserves the exclusive right to publish audio and/or video derivations of any written works, audio, or video licensed herein. GPS shall have exclusive rights to create derivative works for promotional purposes. GPS shall have sole copyright for any such derivative works created by GPS.

1.6. GPS and ECSIA shall own any and all promotional materials created by GPS to sell the Products including titles, packaging design, and marketing materials.

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1.7. ECSIA hereby consents to the use of ECSIA's "MC" branding and logo, name, name, likeness, identity, trademarks and trade symbols, for the purposes of fulfilling this Agreement and in connection with the promotion, advertising, distribution, financing, marketing and production of the Products or derivatives therefrom, and for general organizational promotional purposes. ECSIA agrees to participate in the production of video recordings and/or audio recordings at the request of GPS, consents to the use and reproduction by GPS of such video and reproduction by GPS of such video and audio recordings. ECSIA releases GPS from any and all liabilities arising from the use of ECSIA and Glynn Barber's image.

1.8. License Exceptions. Notwithstanding anything to the contrary herein, the following uses and activities by ECSIA are exceptions to its grant of exclusive license rights to GPS: (a) ECSIA retains the right to market and sell the Products for all other sectors and industries outside of cannabis and hemp.

1.9. Pricing. ECSIA and GPS agree that all products will be sold to GPS and/or a newly formed entity (see section 1.12) at wholesale with pricing to be mutually agreed upon.

1.10. Sales. ECSIA acknowledges that GPS has an existing independent sales force that will offer the ECSIA products and will earn ongoing commissions from system sales subject to GPS oversight and management. ECSIA will have no fiduciary responsibilities to these independent contractors.

1.11. Corporate Structure. ECSIA and GPS agree that at the appropriate time, a new holding entity ("newco") will be formed to offer the leasing and/or financing. This new entity will be majority owned and managed by Michael J. Bowen and Stephani Scruggs Bowen. As consideration for this exclusive agreement, ECSIA will own at least 25% of the newco. Upon formation, this agreement will be automatically assigned to the newco.

1.12. Term. The term of this agreement shall last for 10 years with two 10-year extensions at no cost if GPS is not in default or breach of this agreement.

2. ECSIA REPRESENTATION AND WARRANTY

2.1. ECSIA makes the following representations, warranties and covenants in favor of GPS, all of which shall be continuing representations, warranties and covenants throughout the term of this Agreement:

(a) ECSIA solely owns or otherwise controls, to the exclusion of all other persons and entities, all right, title and interest in and to the Products and Promotional Materials subject to this Agreement, and has all necessary power, licenses, clearances and other authorizations to grant to GPS all of the rights and privileges granted pursuant to this Agreement and permit the marketing and distribution of the Product and Promotional Materials as contemplated herein.

(b) ECSIA has not granted or licensed to any other person or entity any presently subsisting rights with respect to the Products and Promotional Materials which are inconsistent with those granted to GPS hereunder.

(c) Neither the granting of the rights granted hereby nor the exercise thereof by GPS in accordance with the terms of this Agreement will infringe or otherwise violate the proprietary rights of any person or entity under any patent, trademark, copyright, trade secret or otherwise. To the best of ECSIA's knowledge,

- (i) the Product and ECSIA's Promotional Materials do not infringe and are not alleged to infringe any trademark, copyright, patent or other proprietary right of any person, and
- (ii) there is no patent or patent application, design registration or design application, trademark or trademark application pending, or copyright which would impair GPS's ability to exercise the rights granted hereby. ECSIA has taken all reasonable precautions to preserve and document its trade secrets and to protect the secrecy, confidentiality and value thereof.

(d) ECSIA has not previously been and is not, as of the date of this Agreement, a party to any litigation enforcing or defending its rights in, to or with respect to the Product or any of ECSIA's Promotional Materials and is not aware of any actions, proceedings or investigations, whether pending or threatened, that conflict with or question any of the transactions contemplated by, or the validity of, this Agreement or which, if adversely determined, could reasonably be expected to have an adverse effect upon the transactions contemplated by this Agreement. Moreover, to the best of ECSIA's knowledge, neither the granting nor the exercise of the rights granted hereby will give rise to any claim of any type by or on behalf of any other person or entity.

(e) ECSIA has not previously been and is not, as of the date of this Agreement, a party to any litigation involving claims of injury to person or damage to property arising from the use of the Product, and ECSIA is not aware of any such litigation or any other actions, proceedings, claims or investigations, whether past, pending or threatened, involving injury to person or damage to property arising from the use of the Product.

(f) ECSIA has not previously been and is not, as of the date of this Agreement, a party to any litigation involving claims of loss or damage incurred by any person or entity associated with providing goods or services in connection with the development, manufacturing, marketing, or distribution of the Product or any of ECSIA's Promotional Materials, and ECSIA is not aware of any such litigation or any other actions, proceedings, claims or investigations, whether past, pending or threatened, involving the provision of goods or services in connection with the development, manufacturing, marketing, or distribution of the Product.

(g) All claims concerning the Product heretofore and hereafter made or provided by ECSIA are and shall be true and correct and fully substantiated to the extent required by applicable law.

(h) All documents and other papers delivered by or on behalf of ECSIA in connection with the transactions contemplated by this Agreement are accurate and complete in all material respects and are authentic, and no representation or warranty of ECSIA contained in this Agreement contains any untrue statement or omits to state a fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

3. RESPONSIBILITIES OF THE PARTIES

3.1. It is agreed that certain responsibilities and services shall be performed or furnished by GPS. These services include:

- (a) GPS shall have the right to promote and advertise the Products as it deems appropriate.
- (b) GPS shall use its best efforts to bring the Products to market through a thorough, vigorous and diligent program and to continue active, diligent marketing efforts throughout the life of this agreement.
- (c) Giving prompt written notice to ECSIA whenever GPS becomes aware of any event,

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occurrence, condition or circumstance which may substantially affect ECSIA's responsibilities and obligations of services under this Agreement.

3.2. It is agreed that certain responsibilities and services shall be performed or furnished by ECSIA. These services include:

- (a) Making available to GPS all its existing information which may in any way be pertinent to GPS's sales and marketing of the Products.
- (b) Responding to GPS's requests for written decisions or determinations pertaining to its responsibilities herein so as not to delay GPS.
- (c) Giving prompt written notice to GPS whenever ECSIA becomes aware of any event, occurrence, condition or circumstance that may substantially affect GPS's performance under this Agreement.

3.3. Intellectual Property Litigation. If during the existence of this Agreement the Intellectual property rights, including, patent, copyright, or any and all other claims, including a claim for unfair competition shall arise from the unauthorized use of the Products and Promotional Materials or any part thereof, and if the Parties proceed jointly with litigation to enforce such a claim, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either Party shall have the right to prosecute such action, and such Party shall bear the expenses thereof, and any recoveries shall belong to such Party. If such Party shall not hold the record title of the Copyright or Patent, the other Party hereby consents that the action be brought in its name. GPS shall not be liable to ECSIA for failure to take such legal steps.

4. COMPENSATION

4.1. Compensation under the newco shall be paid quarterly for the first year of this Agreement, then on the last day of each month, thereafter. Each payment shall be accompanied by a report, detailing the Gross Sales of Products sold, leased or used by GPS and total sublicensing receipts during the preceding period. If there are no Gross Sales or sublicensing receipts, a statement to that effect be made by GPS to ECSIA. Wholesale profits on the systems will be paid at the time of sale.

4.2. Examination of Books: GPS shall make available to ECSIA, within 30 days written notice, at its headquarters, the financial records for inspection.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall take effect December 5, 2018 and remain in effect through November 30, 2028. At the mutual option of GPS and ECSIA this Agreement may be extended for two additional 10-year periods upon 30 days written notice. This Agreement may be further extended upon mutual agreement between the parties.

5.2. Termination by GPS. GPS may terminate the license granted by this agreement, provided GPS shall not be in default hereunder, by giving ECSIA ninety (90) days' notice to its intention to do so. If such notice shall be given, then upon the expiration of such ninety (90) days the termination shall become effective; but such termination shall not operate to relieve GPS from its obligation to pay royalties or to satisfy any other obligations, accrued hereunder prior to the date of such termination.

5.3. Termination by ECSIA. ECSIA may, at its option, terminate this agreement by written notice to GPS in case of:

- (a) Default in the payment of any compensation required to be paid by GPS to ECSIA hereunder
- (b) Default in the making of any reports required hereunder and such default shall continue for a period of thirty (30) days after ECSIA shall have given to GPS a written notice of such default.
- (c) Default in the performance of any other material obligation contained in this agreement on the part of GPS to be performed and such default shall continue for a period of thirty (30) days after ECSIA shall have given to GPS written notice of such default.
- (d) Adjudication that GPS is bankrupt or insolvent.
- (e) The filing by GPS of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency. (f) The appointment of a receiver of the business or for all or substantially all the property of GPS; or the making by GPS of assignment or an attempted assignment for the benefit of its creditors; or the institution by GPS of any proceedings for the liquidation or winding up of its business or affairs.
- (f) See Appendix A

5.4. Cure Period. Upon the occurrence of an event of a breach of this Agreement by either Party, and the Party alleging breach is not in default under this Agreement, the Party alleging breach shall give written notice to the other Party specifying the default together with a statement of its intent to terminate this Agreement if such default is not corrected by within a thirty (30) day period immediately following the date of such notice (the "Cure Period"). If at the end of the breaching Party has not cured or otherwise corrected the specified default, the other Party may, at its option at any time on or after the expiration of the Cure Period, choose the following: a) waive the default, b) extend the time to perform or cure the default, or c) terminate this Agreement. Notwithstanding the preceding, if the cure for breach requires an action by a third party, including but not limited to additional research, data collection, investigation, or review and approval by a public agency, the cure period shall be extended to include the additional time required by such third party to complete the action required to cure the alleged breach.

5.5. Termination of this agreement shall not in any way operate to impair or destroy any of GPS's or ECSIA's right or remedies, either at law or in equity, or to relieve GPS of any of its obligations to pay royalties or to comply with any other of the obligations hereunder, accrued prior to the effective date of termination.

5.6. Failure or delay by ECSIA to exercise its rights of termination hereunder by reason of any default by GPS in carrying out any obligation imposed upon it by this agreement shall not operate to prejudice ECSIA's right of termination for any other subsequent default by GPS.

5.7. Upon termination of this agreement, all the Licensed Patent Rights shall be returned to ECSIA. In the event of termination of the agreement by GPS, GPS shall grant to ECSIA a non-exclusive, royalty-free License, with right to sublicense, to manufacture, use and sell improvements to the Products made by GPS during the period of this agreement prior to its termination, to the extent that such improvements are derived from the Licensed Patent Rights hereto.

6. INDEMNIFICATION

6.1. GPS shall defend, indemnify and hold harmless ECSIA, its affiliates and their respective officers, directors, shareholders, employees, licensees, agents, successors and assigns from and against any and all liabilities arising in connection with or resulting from (i) any injury to person or damage to property that may occur in connection with the handling, use or operation of any Third Party Product or component thereof to the extent solely attributable to any defect in its manufacture or any modification to its design effected by GPS or any of its vendors, or (ii) GPS's breach of any of its representations, warranties, covenants, obligations, agreements or duties under this Agreement or negligence, recklessness or intentional misconduct.

6.2. ECSIA shall defend, indemnify and hold harmless GPS, its affiliates and their respective officers, directors, shareholders, employees, licensees, agents, successors and assigns from and against any and all Liabilities arising in connection with or resulting from (i) any injury to person or damage to property that may occur in connection with the handling, use or operation of the Product or any component thereof (except to the extent solely attributable to any defect in the manufacture of any Third Party Product or any modification to the Product's design effected by GPS or any of its vendors), (ii) the infringement or violation of the rights (proprietary or otherwise) of any third party as a consequence of GPS's manufacture, marketing, and distribution of the Products, use of ECSIA's Promotional Materials, or other lawful exercise of any of the license rights granted hereby, (iii) the inaccuracy of any information provided by ECSIA concerning the Product or its properties, attributes or capabilities, (iv) any violation and/or alleged violation of any governmental law, rule and/or regulation by ECSIA, the Product (or any component thereof), or any of ECSIA's Promotional Materials, or (v) ECSIA's breach of any of its representations, warranties, covenants, obligations, agreements or duties under this Agreement or negligence, recklessness or intentional misconduct.

6.3. Notwithstanding anything to the contrary contained herein, neither party shall have any obligation to indemnify, defend or hold harmless hereunder with respect to any Liabilities arising out of or resulting from the breach by the other party of any of its representations, warranties, covenants, obligations, agreements or duties under this Agreement or any negligence, recklessness or intentional misconduct by the other party.

6.4. For purposes of this Agreement, "Liabilities" shall mean any and all claims of and liabilities to third parties and expenses incurred in connection therewith (whether or not in connection with proceedings before a court, arbitration panel, administrative agency, hearing examiner or other tribunal), including, without limitation, damages (whether direct, consequential, incidental, or punitive), judgments, awards, fines, penalties, settlements, investigations, costs, and attorney's fees and disbursements.

6.5. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, each indemnitee hereunder shall give written notice of such matter to the indemnitor. The indemnitee shall cooperate with the indemnitor in the negotiation, compromise and defense of any such matter. The indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the indemnitor shall promptly notify the indemnitee of all developments in the matter. Without releasing any liability, obligation or undertaking of the indemnitor, the indemnitee may, at its sole discretion and expense, participate in any such proceedings through counsel of its own choosing. Except as otherwise expressly provided below, the indemnitor may not, without the prior written consent of the indemnitee, enter into any compromise or settlement of any such matter the terms of which (i) are not confidential, (ii) in any way admit the indemnitee's liability or (iii) require the indemnitee to take or

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ECSIA Initial *[Signature]*

GPS Initial *[Signature]*

refrain from taking any action or make any payment; and the indemnitee shall not be bound by any such compromise or settlement absent its prior consent. In any case in which the indemnitor fails or refuses to assume the defense of any matter as to which its indemnity obligations apply (whether litigation has formally been instituted), the indemnitor shall be responsible for any compromise or settlement thereof reached by the indemnitee and all Liabilities attendant thereto.

7. CONFIDENTIALITY

7.1. All information and materials prepared and furnished by GPS shall remain the property of GPS. ECSIA shall be permitted to retain copies, including reproducible copies, of materials produced by GPS for information and reference in connection with the Project; provided, however, GPS shall retain any and all copyright privileges in and to such information.

7.2. For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all other agreements between the parties, all information relating to past, present or future business affairs involving the parties, all information regarding each party and its operations disclosed to or discovered by the other party in connection with this Agreement, all scientific, business or financial information relating to such Party, its subsidiaries or affiliates or their respective businesses, and all information regarding the sale and promotion of any product by either party. For purposes of this Agreement, Confidential Information shall not be deemed to include information that (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was lawfully in the possession of the receiving party without any restriction on disclosure prior to its disclosure hereunder, (iii) is lawfully received from another source subsequent to the date of this Agreement without any restriction on disclosure, (iv) is independently developed by the receiving party, or (v) is deemed in writing by the disclosing party no longer to be Confidential Information.

7.3. Each party shall (and shall cause its officers, employees and agents to) (i) hold all Confidential Information (as defined herein) of the other party disclosed to or otherwise obtained by it in the strictest confidence and protect all such Confidential Information with at least the same degree of care that it exercises with respect to its own proprietary information (which, in any event, shall not be less than a reasonable degree of care under the circumstances), (ii) use such Confidential Information solely for the purposes expressly contemplated by this Agreement, and (iii) promptly notify the other party of any unauthorized disclosure or use of any such Confidential Information. Neither party may disclose Confidential Information of the other party to any third party without first obtaining the express written permission of the other party, and each party shall limit disclosure of the other party's Confidential Information to its officers, employees or agents on a need-to-know basis for purposes of fulfilling its obligations under and achieving the purposes of this Agreement, provided that such persons are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

7.4. If any Confidential Information is required to be disclosed by order of any court of competent jurisdiction or other governmental authority, the party under such order shall use commercially reasonable efforts to timely inform the other party of all such proceedings so that the other party may attempt by appropriate legal means to limit such disclosure. In such case, the party under such order shall use all reasonable efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

7.5. Promptly after the termination of this Agreement (or at any time upon a party's request), each party shall return to the other all Confidential Information of the other party in its possession and provide a

written verification of such return. Each party's confidentiality obligations with respect to the Confidential Information of the other shall survive for a period of five years following the termination of this Agreement.

8. GENERAL PROVISIONS

8.1. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. This Agreement may not be assigned in whole or in part to any third parties without the prior written consent of both ECSIA and GPS.

8.2. Governing Law. This Agreement shall be governed by, and interpreted under, the laws of the State of Florida without regard to its principles of conflicts of law.

8.3. Entire Agreement. This Subcontract, including any schedules, attachments and referenced documents, is the entire agreement between GPS and ECSIA. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Subcontract shall be in writing and signed by GPS and ECSIA.

8.4. Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Subcontract invalid, illegal, or otherwise unenforceable, the remaining provisions of the Subcontract shall remain in full force and effect.

8.5. Force Majeure. A party shall not be in default under this Agreement if it is unable to materially comply with any provision of this Agreement because of an action of a national, state or local government, body or court or an act of God, war, strike, riot or catastrophe, or other reason which is beyond the control of the party. A party claiming a force majeure shall notify the other party in writing as soon as practicable upon obtaining knowledge of such event and shall request an appropriate modification to this Agreement.

8.6. Execution Authority. This Subcontract is a valid and authorized undertaking of GPS and ECSIA. The representatives of GPS and ECSIA who have signed below have been authorized to do so.

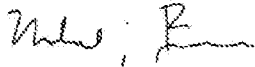
8.7. Notices. Any notice to be given pursuant to this Agreement shall be sufficient if given by personal service, guaranteed overnight delivery service, facsimile or telefax; or, if it is mailed postage prepaid, certified or registered mail, return receipt requested, to the parties at the addresses set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the day after delivery to the guaranteed overnight delivery service, the date of sending the facsimile or telefax or telegram, or three (3) days after mailing certified or registered mail. Notice addresses for the parties shall be as follows:

GreenHeart Payment Solutions, LLC
1620 E Texar Dr.
Pensacola, FL 32503

ECSIA, LLC
4751 S. 700 W.
Red Key, IN 47373

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date and year set forth above.

GreenHeart Payment Solutions, LLC



Signature

Michael J. Bowen

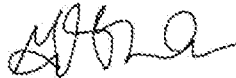
Printed Name

CEO

Title

Date: 12/8/2018

ECSIA, LLC



Signature

Glynn Barber

Printed Name

Title

Date: 12/8/2018

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APPENDIX A SALES PERFORMANCE REQUIREMENTS

Year 1: \$200,000.00

Year 2: \$500,000.00

Year 3 & thereafter: \$1,000,000.00

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GPS Initial *[Signature]*