

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM LUCAS	06/20/2019
RECEIVING PARTY DATA	
Name:	JEFFREY WEINER
Street Address:	470 HIGHWAY 79
Internal Address:	CARE OF INTERNATIONAL BIO-SOLUTIONS, INC.
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State/Country:	NEW JERSEY
Postal Code:	07751
Name:	CHRISTOPHER YONCLAS
Street Address:	470 HIGHWAY 79
Internal Address:	CARE OF INTERNATIONAL BIO-SOLUTIONS, INC.
City:	MORGANVILLE
State/Country:	NEW JERSEY
Postal Code:	07751
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7776217
Patent Number:	8048303
CORRESPONDENCE DATA	
Fax Number:	(973)451-8770
<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:	9734518515
Email:	SPAGANO@RIKER.COM
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ATTORNEY DOCKET NUMBER:	29178/1

NAME OF SUBMITTER:	WENDI OPPER UZAR
SIGNATURE:	/Wendi Opper Uzar/
DATE SIGNED:	06/21/2019
Total Attachments: 8 source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page1.tif source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page2.tif source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page3.tif source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page4.tif source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page5.tif source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page6.tif source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page7.tif source=RIKER_DOCS2-#5054227-v1-TSL_Fully_Executed_Patent_security_agreement#page8.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this ^{20~~th~~} day of June, 2019, by and among William C. Lucas ("Grantor"), and Jeffrey Weiner and Christopher Yonclas (collectively, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Settlement Agreement and Mutual Release dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Agreement") among Grantor, Integrated Land Management, Inc. ("Integrated"), Secured Party and International Bio-Solutions, Inc., the parties have agreed, among other things, to settle certain disputes between and among the parties; and

WHEREAS, Secured Party is willing to enter into the Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Patent Security Agreement.

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

1. THE SECURITY. Grantor hereby grants to Secured Party a security interest in all of his right, title and interest in and to the following property of Grantor now owned or hereafter acquired (collectively, the "Collateral"):

(a) those certain patents (collectively the "Patent") more fully described on Schedule I attached hereto and made a part hereof;

(b) all accounts, moneys, cash and non-cash proceeds, all income, benefits and property receivable from Grantor's licensing of the Patent to third parties, and all payments or rights to payment now due or that may hereafter become due, whether earned or yet to be earned, arising out of or related to the licensing of the Patent to third parties, together with the proceeds thereof;

(c) all contract rights, documents, applications and licenses related to the Patent;

(d) any causes of action relating to the Collateral, and all proceeds from the sale or other disposition of the Collateral; and

(e) all books, data and records pertaining to the Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including, but not limited to, any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of Grantor to Secured Party. "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent, of the Grantor to Secured Party, whether voluntary or involuntary, whether due or not due, arising out of or in connection with the Agreement.

3. GRANTOR'S COVENANTS. Grantor represents, covenants and warrants:

(a) Grantor agrees: (i) to permit Secured Party to exercise its rights under this Patent Security Agreement; (ii) to execute and deliver such documents as Secured Party deems reasonably necessary to create, perfect and continue the security interests contemplated by this Patent Security Agreement; (iii) not to change its name without giving Secured Party at least thirty (30) days prior written

notice; (iv) not to change the places where Grantor keeps any Books and Records concerning the Collateral without giving Secured Party at least thirty (30) days prior written notice; and (v) to cooperate reasonably with Secured Party in perfecting all security interests granted by this Patent Security Agreement, at Secured Party's sole cost and expense, and in obtaining such agreements from third parties as Secured Party deems reasonably necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights under this Patent Security Agreement.

(b) Grantor agrees with regard to the Collateral, (i) that Secured Party is authorized to file financing statements in the name of Grantor and to file this Patent Security Agreement with the United States Patent and Trademark Office to perfect Secured Party's security interest in the Collateral; (ii) not to use the Collateral for any unlawful purpose; (iii) to pay when due all license fees, registration fees and other charges in connection with the Collateral (if any); (iv) not to permit any lien on the Collateral, except in favor of Secured Party, except with Secured Party's prior written consent; (v) to keep complete and accurate Books and Records regarding the Collateral; (vi) to receive and use reasonable diligence to collect the Collateral consisting of accounts and other rights to payment and proceeds and following an Event of Default (as defined herein), in trust and as the property of Secured Party; (vii) not to commingle the Collateral with other property; and (viii) to provide any service and do any other acts which may be reasonably necessary to maintain, preserve and protect all the Collateral, as appropriate and applicable.

(c) Grantor will, at its expense, maintain in effect the Patent, including payment of any and all renewal or fees relating thereto. Grantor will at his expense protect and defend all rights in the Collateral against any claims and demands of all persons other than Secured Party.

(d) If Grantor should sell any of the Collateral, including, but not limited to, the Patent, before all of Grantor's obligations under the Agreement have been fulfilled, then, contemporaneously with the closing on such transaction, Grantor shall pay to Secured Party all sums then owed by Grantor to Secured Party under the Agreement.

4. DEFAULTS. Either or both of the following shall be an "Event of Default" hereunder:

(a) The occurrence of any defined or described event of default under, or any material default or breach in the performance of or compliance with any obligation, agreement, representation, warranty, or other provision contained in (i) this Patent Security Agreement or (ii) the Agreement, and other agreements, documents, and instruments executed by Grantor in connection with the Indebtedness, all as now in effect and as hereafter amended, restated, renewed, or superseded, which default or breach is not cured by the end of any applicable cure period or, if no cure period is specified, within sixty (60) days after Grantor's receipt of written notice thereof from Secured Party.

(b) Any involuntary lien of any kind or character attaches to any Collateral and such lien is not removed or withdrawn within sixty (60) days after the creation or placement thereof.

5. SECURED PARTY'S REMEDIES AFTER DEFAULT. Upon the occurrence and during the continuation of any Event of Default, Secured Party may do any one or more of the following, to the extent permitted by applicable law:

(a) Declare any Indebtedness immediately due and payable.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Require Grantor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Secured Party in kind.

(d) Require Grantor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Secured Party's exclusive control.

(e) Give notice to others of the Secured Party's rights in the Collateral, to enforce or forebear from enforcing the same and make extension and modification agreements relating thereto.

(f) Require Grantor to assemble the Books and Records, and make them available to the Secured Party for inspection during Grantor's normal business hours, on reasonable prior written notice, at Grantor's primary place of business.

(g) Demand and collect any payments on and proceeds of the Collateral.

(h) Use any of Grantor's rights and interests in the Patent.

(i) Exercise all rights, powers and remedies which Grantor would have, but for this Patent Security Agreement, with respect to the Collateral.

(j) Require Grantor to indemnify, and hold harmless, Secured Party against all losses, claims, demands, liabilities and expenses of every kind caused by the default;

(k) Notify any account debtors or any other persons of Secured Party's interest in the Collateral;

(l) Require Grantor not to sell, hypothecate or dispose of, nor permit the transfer by operation of law of, any Collateral or any interest in the Collateral;

(m) Require Grantor to receive and use reasonable diligence to collect the Collateral consisting of accounts and other rights to payment and proceeds and following an Event of Default (as defined herein), in trust and as the property of Secured Party; and

(n) Exercise any other remedies available to the Secured Party at law or in equity.

6. TERMINATION.

(a) This Patent Security Agreement shall continue in full force and effect until such time as all of Grantor's obligations under the Agreement have been fulfilled, at which time this Patent Security Agreement shall terminate. Grantor shall have the right to use the Collateral and make, use and sell any inventions disclosed and claimed in the Patent in the ordinary course of his business, subject to the terms and covenants of the Agreement and this Patent Security Agreement.

(b) At such time as all of Grantor's obligations under the Agreement have been fulfilled, other than upon enforcement of Secured Party's remedies under this Patent Security Agreement following an Event of Default, Secured Party shall execute and deliver to Grantor all documents and instruments as may be necessary or proper to release and terminate Secured Party's lien in the Collateral, subject to any valid dispositions thereof which may have been made by Secured Party pursuant to the terms of this Patent Security Agreement prior to the date of termination.

7. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON

WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PATENT SECURITY AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by either party to enforce any provision shall not preclude such party from enforcing any such provision thereafter.

(b) Grantor shall, at the request of the Secured Party, execute such other agreements, documents, instruments, or financing statements in connection with this Patent Security Agreement and the Patent Agreement as the Secured Party may reasonably deem necessary to effectuate the purposes of this Patent Security Agreement.

(c) All security agreements and other documents executed by Grantor or furnished to Secured Party in connection with this Patent Security Agreement must be in form and substance reasonably satisfactory to Secured Party.

(d) This Patent Security Agreement shall be governed and interpreted according to the laws of the State of New Jersey, without regard to any choice of law, rules or principles to the contrary. The parties agree that all demands, claims, actions, causes of action, suits, proceedings and litigation between or among the parties or arising out of this Patent Security Agreement shall be filed, tried and litigated only in a court located within the State of New Jersey. In connection with the foregoing, the parties irrevocably consent to the jurisdiction and venue of any such court and expressly waive any claims or defenses of lack of jurisdiction of or proper venue by any such court.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) Following an Event of Default, Grantor shall pay to the Secured Party immediately upon demand all reasonable expenses incurred by Secured Party in connection with an Event of Default, including but not limited to, reasonable attorneys' fees and the full amount of all payments, advances, and expenses expended or incurred by the Secured Party in connection with the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Patent Security Agreement, relating to Grantor, or in any way affecting the Collateral or the Secured Party's ability to exercise any of its rights or remedies with respect to the Collateral.

(g) In the event the Secured Party seeks to take possession of the Collateral by judicial process, Grantor irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law.

(h) This Patent Security Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by the Secured Party and Grantor.

(i) Neither this Patent Security Agreement nor the security interest granted herein may be assigned, transferred or conveyed by Security Party without the prior written consent of Grantor.

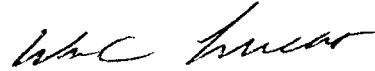
9. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall

together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

10. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." All references to "Secured Party" or "Grantor" (regardless of whether preceded by the term a, any, each of, all, and/or any other similar term) shall be deemed to mean each and every (and/or any one or all) parties constituting a Secured Party or Grantor, individually or in the aggregate. Any reference herein to any person shall be construed to include such person's heirs, legal representatives, successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Patent Security Agreement as of this 20th
day of June, 2019.



William C. Lucas

ACCEPTED AND ACKNOWLEDGED BY:

Jeffrey Weiner

Christopher Yonclas

IN WITNESS WHEREOF, the parties have executed this Patent Security Agreement as of this 20th day of June, 2019.

William C. Lucas

ACCEPTED AND ACKNOWLEDGED BY:

Jeffrey Weiner
Jeffrey Weiner

Christopher Yonclas
Christopher Yonclas

**Schedule I
to Patent Security Agreement**

Patent No. 7,776,217 B2 issued by the United States Patent and Trademark Office on August 17, 2010, titled Bioretention System and Method and Patent No. 8,048,303 B2 issued by the United States Patent and Trademark Office on November 1, 2011, titled Bioretention System and Method (collectively the "Patent"), including (i) all reissues, continuations, divisions, continuations in part or extensions of the Patent; (ii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iii) the right to sue for past, present and future infringement of any of the foregoing; and (iv) any claim of Grantor against third parties for past, present or infringement of the Patent or any patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other products and proceeds of the foregoing.