505919085 02/15/2020 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5965802

SUBMISSION TYPE:		N	EW ASSIGNMENT		
IATURE OF CONVEY	ANCE:	S	ECURITY INTEREST		
CONVEYING PARTY	DATA				
		Na	ame		Execution Date
WINDWRAP, INC. (N/		WRAP, I	_LC)		04/05/2013
RECEIVING PARTY	ΔΤΑ				
Name:	EQUIT	Y TRUS	T COMPANY FBO JEFFREY W	VAGNER IR	A
Street Address:	1210 E	LMWOC	DD AVE.		
City:	EVANS	STON			
State/Country:	ILLINO	IS			
Postal Code:	60202				
PROPERTY NUMBER	RS Total: 4	ļ			
Property Typ	e		Number	7	
Patent Number:		863161	5		
Patent Number:		864622	2	1	
Patent Number:		891043	6	1	
Patent Number:		894376	1	1	
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CORRESPONDENCE	DATA				
Fax Number:		(312)85			
			nail address first; if that is un is unsuccessful, it will be se		
Phone:	-	, 847636			
Email:			vagner@apks.com		
Correspondent Name	e:		EY WAGNER		
Address Line 1:					
		EVANS	TON, ILLINOIS 60202		
Address Line 4:					
	R:	E	QUITY TRUST CO FBO JEFFI		ER IRA
IAME OF SUBMITTER	ז:		QUITY TRUST CO FBO JEFFI leffrey Wagner/	REY WAGNI	ER IRA
NAME OF SUBMITTER BIGNATURE:	R:	/J		REY WAGNI	ER IRA
NAME OF SUBMITTEF SIGNATURE:	R:	/J 03	effrey Wagner/		
Address Line 4: NAME OF SUBMITTEF SIGNATURE: DATE SIGNED: Fotal Attachments: 12		/J 03	leffrey Wagner/ 2/15/2020		
AME OF SUBMITTER DATE SIGNED: Total Attachments: 12		/J 0: T	effrey Wagner/ 2/15/2020 his document serves as an Oat		
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	SECRETARY OF STATE UNIFORM COMM. CODE DIV.			
	2010 JAN 19 PM 4: 30			
NAME & PHONE OF CONTACT AT FILER (optional) Jeffrey Wagner (847) 563-8868		aan	1101/19/18*	
E-MAIL CONTACT AT FILER (optional) jeffrey.wagner@apks.com		sa. Si	20.00 070 SIL 1123	1 2305489
SEND ACKNOWLEDGMENT TO. (Name and Addres				
1210 Elmwood Ave. Evanston, II. 60202				
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acquired or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together will all cash, bank accounts, special collateral accounts, books, records, customer lists, credit files, computer files, programs, printouts and other computer records related therto; account, chattel paper, documents, equipment, general intangiles, instruments, inventory, pledged deposits and stock rights, all as more particularly described at Exhibit A to the April 5, 2013 Security Agreement executed between the Debtor and Secured Party. This includes, without limitation, all: (1) Accounts; (2) Chattel paper; (3) Documents; (4) Equipment; (5) General Intangibles (including, without limitation, patents, trademarks, trade names, copyrights, licenses); and (6) Instruments.

 Creek pay if applicable and check gogs one bit 	x: Collatoral is 🛄 heid i	in a Trust (see UCC1Ad, item 17 an		administered by a Decec	ient's Personal Representative
6a. Check only if applicable and check <u>only</u> one i	XXX:		6b. Cl	week gely if applicable an	d check <u>only</u> one box.
Public-Finance Transaction	anutactured-Home Transi	action 🔄 A Debtor is a Tran	temating Utility] Agricultural Lien	Non-UCC Filing
7. ALTERNATIVE CESSIONATION (If separable):	Lessee/Lessor	Consignee/Consignor	Gelier/Buyer	Bailee/Bailor	Licenseet.icersor
8 OPTIONAL FILER REFERENCE DATA					

FILING OFFICE COPY --- UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all instructions, especially instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

- A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional. C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.
- Debtor's name. Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 --- either an organization's name (1a) gr an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's <u>correct name</u>. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an ebbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.
- 1a. <u>Organization Debtor Name</u> "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is not an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.
- 1b. <u>Individual Debtor Name</u>. "Individual Name" means the name of a natural person, this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's sumame (family name) in Individual's Sumame box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/initial(s) box.

If a Debtor's name consists of only a single word, enter that word in individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

- 1c. Enter a mailing address for the Debtor named in item 1a or 1b.
- Additional Debtor's name. If an additional Debtor is included, complete item 2, determined and formatted per instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow instruction 1 for determining and formatting additional names.
- 3. Secured Party's name. Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.
- 4. Collateral. Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 18.

- 5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.
- 6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.
- 6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.
- 7. Alternative Designation. If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consigner, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), ballee and ballor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.
- Optional Filer Reference Data. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

PROMISSORY NOTE

\$380.000.00

Chicago, Illinois April 5, 2013

FOR VALUE RECEIVED, the undersigned, Windwrap, Inc., an Illinois corporation (the "Borrower"), agrees to pay to the order of Equity Trust Company Custodian FBO Jeffrey Wagner IRA ("Equity Trust"), at 225 Burns Road, Elyria, Ohio 44035 or such other place as the holder thereof may designate in writing, the sum of Three Hundred Eighty Thousand Dollars (\$380,000.00) in lawful money of the United States of America. together with interest thereon computed from the date hereof at the rate of ten percent (10%) per annum. All interest, principal, and other costs hereunder shall be due and payable to the holder ("Holder") of this Promissory Note (this "Note") on or before April 5, 2015 (the "Due Date").

Payment of principal and interest will be made in legal tender of the United States of America to Equity Trust. Borrower shall have the right to prepay without penalty all or any part of the unpaid balance of this Note at any time. Borrower shall not be entitled to re-borrow any prepaid amounts of the principal, interest, or other costs or charges. All payments made pursuant to this Note will be first applied to accrued and unpaid interest, if any, then to other proper charges under this Note, and the balance, if any, to principal.

This Note is secured by a security interest in Borrower's assets, as more particularly described in the Security Agreement attached to this Note.

If payment is not made on this Note at the time and place specified above and continues unpaid for more that ten (10) days after any holder gives notice thereof to the Borrower, or if the Borrower shall make an assignment for the benefit of creditors, commence a proceeding under the Bankruptcy Act or any insolvency statute, or shall have commenced against it by third parties, without the Borrower's prompt and continued contest thereof, a proceeding under the Bankruptcy Act or a proceeding for the dissolution or liquidation of Borrower, or adjudication of the Borrower's bankruptcy or insolvency in any such proceeding, and if any of such event continues for more than ten (10) days after the holder hereof gives notice thereof to Borrower, then a default hereunder shall be deemed to have occurred and the unpaid balance hereof shall be immediately due and payable, without notice, at the election of the holder hereof. In addition, the principal balance shall bear interest of Fifteen percent (15%) per annum after maturity or default.

Page 1 of 2

The acceptance by the holder of this Note of any partial payment made hereunder after the time when this Note becomes due will not waive any rights of said holder to the extent permitted by applicable law. Demand, presentation for payment, protest and notice of nonpayment are hereby waived by the Borrower.

Payment in full on the balance of the Note may be made at any time prior to maturity without penalty.

This Note shall be governed and controlled by the laws of the State of Illinois.

Windwrap, Inc. peloraio 8y:

Peter Carbonaro President

Page 2 of 2

(Page 10 of 14)

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SECURITY AGREEMENT

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April 5, 2013

Windwrap, Inc., an Illinois corporation whose principal place of business is at 6943 North Minnetonka Avenue, City of Chicago, County of Cook, State of Illinois, 60646 (hereinafter called "Debtor") for valuable consideration, receipt whereof is hereby acknowledged, hereby grants unto Equity Trust Company Custodian FBO Jeffrey Wagner IRA, whose principal place of business is 225 Burns Road, Elyria, Ohio 44035 (hereinafter called "Secured Party") a security interest in the following described property and any and all additions and accessions thereto (hereinafter called the "Collateral");

All the following property of the Debtor, wherever located, in which the Debtor now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all cash, bank accounts, special collateral accounts, books, records, customer lists, credit files, computer files, programs, printouts and other computer records related thereto; account, chattel paper, documents, equipment, general intangibles, instruments, inventory pledged deposits and stock rights, all as more particularly described on Exhibit A attached hereto.

To secure payment of the following obligations of Debtor to Secured Party (all hereinafter called the "Obligations"):

(A) Indebtedness of Debtor to Secured Party in the sum of THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$380,000.00) as set forth in that certain Promissory Note dated April 5, 2013, by and between Debtor and Secured Party, together with interest thereon at the rate of Ten per cent (10%) per annum, plus all costs of collection, legal expenses and attorneys' fees incurred by Secured Party upon the occurrence of a default under this agreement. In collecting or enforcing payment of such indebtedness, or in preserving, protecting or realizing on the Collateral herein;

(B) Any and all liabilities of Debtor to Secured Party arising under this agreement.

Debtor hereby warrants and covenants that:

- (A) The Collateral is bought or used primarily for Business use;
- (B) Debtor is an Illinois corporation whose principal place of business is 6943 North Minnetonka Avenue, Chicago, Illinois 60646;
- (C) That the Collateral will be kept at the address of the Debtor shown at the beginning of this agreement; Debtor will promptly notify Secured Party of

Page 1 of 3

(Page 13 of 14)



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(Page 5 of 8)

appointment of a receiver of any part of the property of, assignment for the benefit of creditors, by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor.

<u>Remedies.</u> Upon such default and at any time thereafter (such default not having previously been cured), Secured Party at its option may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois. The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

<u>General.</u> No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors or assigns. This agreement shall become effective when it is signed by Debtor.

The terms and provisions contained here shall, unless the context otherwise requires, have the meaning and be construed as provided in the Uniform Commercial Code of Illinois

This agreement shall be effective as of the date set forth above

Debtor:

Secured Party:

Windwrap, Inc.

iffy Wym

Equity Trust Company Custodian

FBO Jeffrey Wagner IRA

Processoi: Processoi: Equity Trust Company Cust. FBO: Utreij Wagner ma

> PATENT REEL: 051827 FRAME: 0624

Page 3 of 3

(Page 13 of 14)

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EXHIBIT A

This Exhibit A is attached to that certain Security Agreement dated April 5, 2013 between Windwrap, Inc. ("Debtor") and Equity Trust Company Custodian FBO the Jeffrey Wagner IRA ("Secured party")

All now owned or hereafter acquired or arising:

 Accounts, including without limitation, rights to payment for goods sold or leased or for services rendered, whether or not earned by performance, together with all security interests and guaranties securing such rights to payment;

 Chattel paper, including without limitation, any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods;

3. Documents, including without limitation, all documents of title and goods evidenced thereby, all bills of lading, dock warrants, dock receipts, metal warrants, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

4. Equipment, including without limitation, all equipment, machinery, motor vehicles, furniture and goods used or usable by the debtor in its business, all other tangible personal property (other than inventory), all works of art and all accessions and additions thereto;

5. General Intangibles, including without limitation, all contract rights, rights to receive payments of money, choses in action, judgments, tax refunds and tax refund claims, patents, trademarks, trade names, copyrights, licenses, life insurance policies, franchises, partnership interests, joint venture interests, leasehold interests in real or personal property, rights to receive rentals of real or personal property and guarantee claims;

5. Instruments, including without limitation, all instruments, certificated and uncertificated securities, any replacements therefore and stock rights related thereto, and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and which are of a type which in the ordinary course of business are transferred by delivery with any necessary indorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants, and instruments released to the debtor or to third parties under trust receipts or similar documents;

Page 1 of 2

entory, including without limitation, all inventory, raw materials, work in nd finished goods, returned or repossessed goods, goods held for sale or ds furnished or to be furnished under contracts of service; dged deposits, including without limitation, all time deposits of money, or not evidenced by certificates, which the debtor may from time to time y designate as pledged to secured party as security for any obligation, and all celve interest on said deposits; ok rights, including without limitation, any stock, and any dividend or other n and any other right or property which the debtor shall receive or shall nitiled to receive for any reason whatsoever with respect to, in substitution for ange for any shares of stock constituting collateral and any stock, any right to lock and any right to receive earnings, in which the debtor now has or acquires any right, issued by an issuer of such stock;
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acquires any right issued by an issuer of such stock
Interests of Debtor
ints of Debtor to profits and distributions from all joint development
its, joint venture agreements, distribution agreements or royalty agreements.
oceeds, insurance proceeds and products of all of the foregoing are also
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AFFIRMATION OF PROMISSORY NOTE

WHEREAS, pursuant to that certain Promissory Note dated April 5, 2013 (the "Note"), Windwrap, LLC (f/k/a Windwrap, Inc.; hereafter "Windwrap") borrowed the principal sum of \$380,000 from Equity Trust Company, as Custodian FBO Jeffrey Wagner IRA; and

WHEREAS, the Note specified that Windwrap would pay interest at the rate of 10% per annum, which interest rate increases to 15% per annum after maturity or default; and

WHEREAS, the principal amount, interest and costs were due and payable on or before April 5, 2015; and

WHEREAS, the Note is secured by a security interest in Windwrap's interests, as more particularly described in the Security Agreement executed on April 5, 2013 and recorded by a UCC-1Financing Statement filed with the Illinois Secretary of State; and

WHEREAS, the Note specifies that, if payment is not made on the Note by April 5, 2015 and continues unpaid for more than ten (10) days, and the Holder gives notice to Windwrap, and if such nonpayment continues for more than ten (10) days thereafter, then the Note shall be in default, and the unpaid balance shall be immediately due and payable, without notice, at the election of the holder; and

WHEREAS, no payments have been made on the Note, rendering it in default; and

WHEREAS, by the express terms of the Note, Windwrap waived demand, presentation for payment, protest and notice of nonpayment.

WHEREAS, to date, the holder of the Note has not taken action to call the Note (declare it in default and/or immediately due and payable) or foreclose on its security interests.

NOW THEREFORE, in consideration of the Recitals above. Windwrap, by and through its Managing Member, Peter Carbonaro:

1. Confirms that Windwrap is the successor in interest to Windwrap, Inc. and, for all purposes, is the borrower (debtor) on the Note;

2. Confirms that Windwrap presently retains ownership of all of the property that is the subject of the Security Agreement and UCC-1 Financing Statement;

3. Affirms that Windwrap presently is seeking to generate sales of KevlaWrap and related products, and that Windwrap will not take or fail to take any action that

Page 1 of 2

would impair its ownership or the value of the property that is the subject of the Security Agreement and UCC-1 Financing Statement;

4. Affirms that interest and costs are due under the Note, per its terms, and that the holder of the Note has not waived any of its rights through its forbearance to date; and

5. Affirms that the holder of the Note retains all of its rights, including the right to call the Note and foreclose on (take ownership of) all of the property presently securing the Note.

Windwrap, LLC

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Peter Carbonaro Managing Member

Dated: June <u>관</u>습2018

		SCHEDUL	E OF WINDW	RAP, INC. (n/k/a Windwra	SCHEDULE OF WINDWRAP, INC. (n/k/a Windwrap, LLC) PATENTS				
Patent Number	Title	Family ID	Application	Filed Date Owner	Owner	First Inventor	Doc Identifier	Publication Date	Issue Date	Maint. Fee Due
8,631,615	Apparatus For A Wind Resistant And	42736271	12/726,116	3/17/2010	3/17/2010 Windwrap, Inc.	Peter Carbonaro	US 20100236158 A1	9/23/2010	1/21/2014	1/21/2021
	Post Load Re-Tensioning System									1/21/2025
	Utilizing A Composite Fabric And									
	Attachment Apparatus									
8,646,222	Building Construction Wrapped	44646100	13/050,879	3/17/2011	3/17/2011 Windwrap, Inc.	Peter Carbonaro	US 20110225924 A1	9/22/2011	2/11/2014	2/11/2021
	With Reinforcement Fabric To Resist									2/11/2025
	Wind Loading									
8,910,436	Apparatus For A Wind Resistant And	42736271	14/134,460	12/19/2013	12/19/2013 Windwrap, Inc.	Peter Carbonaro	US 20140102014 A1	4/17/2014	12/16/2014	12/16/2021
	Post Load Re-Tensioning System									12/16/2025
	Utilizing A Composite Fabric And									
	Attachment Apparatus									
8,943,761	Building Construction Wrapped	44646100	14/172,848	2/4/2014	Windwrap, Inc.	Peter Carbonaro	US 20140165479 A1	6/19/2014	2/3/2015	2/3/2022
	With Reinforcement Fabric To Resist									2/3/2026
	Wind Loading									