

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5987259

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ECO BUILDING PRODUCTS, INC.	07/17/2015
RECEIVING PARTY DATA		
Name:	MAK, LLC	
Street Address:	16850 COLLINS AVE	
City:	SUNNY ISLES BEACH	
State/Country:	FLORIDA	
Postal Code:	33160	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	9920250	
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:	7149668827	
Email:	mrodriguez@bakerlaw.com	
Correspondent Name:	BAKERHOSTETLER	
Address Line 1:	600 ANTON BOULEVARD, SUITE 900	
Address Line 4:	COSTA MESA, CALIFORNIA 92626-7221	
ATTORNEY DOCKET NUMBER:	12. ECO TO MAK	
NAME OF SUBMITTER:	MARK H. KRIETZMAN	
SIGNATURE:	/Mark H. Krietzman/	
DATE SIGNED:	02/27/2020	
Total Attachments: 3		
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SECURED PROMISSORY NOTE

US \$100,000

July 17, 2015

FOR VALUE RECEIVED, ECO BUILDING PRODUCTS, INC., a Colorado corporation (the "**Borrower**" or "**Maker**"), promises to pay to MAK, LLC, a Florida limited liability corporation (the "**Holder**"), the principal amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000), with interest (this "**Note**"). This Note is being entered into in connection with and in order to fund the acquisition of certain property owned by Eco Prime and that is the subject of a Settlement and Release Agreement dated of even date herewith by and between Eco Prime, LLC and Eco Building Products, Inc. (the "**Eco Prime Property**").

1. This Note and all accrued interest shall be due and payable on September 17, 2015, which is sixty (60) days following the date hereof (the "**Maturity Date**").

2. Interest shall be pre-computed and shall be a flat rate of 25% of the total principal amount of this Note or \$25,000, if all \$100,000 is advanced, or a pro-rated portion thereof (the "**Base Rate**"). No additional interest shall accrue on the outstanding principal; *provided, however*, if and for so long as an Event of Default (as hereinafter defined) shall occur and be continuing, the applicable annual interest rate, in addition to the Base Rate, on the outstanding and unpaid principal balance of this Note shall be six percent (6%) per annum simple interest compounded annually but accrued on a daily basis (the "**Default Rate**"); *provided*, that such default rate of interest shall never exceed the maximum rate permissible under applicable law.

3. Payments shall be made in lawful money of the United States, at such place and at such time as Holder may designate in writing.

4. This Note is payable on or before the Maturity Date.

5. It is both the Holder's and the Maker's intention that this Note shall be secured by the assets listed on Exhibit A attached hereto (the "**Liquidation Assets**"); such Liquidation Assets shall be sold by the Maker in a reasonable timeframe following the date hereof, but no later than the Maturity Date, and any proceeds from the sale of any and all of the Liquidation Assets shall be promptly paid to the Holder to pay down the principal and interest of this Note until this Note is satisfied in full. Any proceeds of the Liquidation Assets over and above the amount due under this Note shall be the property of the Maker.

6. Borrower shall be in default under this Note upon the failure to pay any payment of principal or interest as and when due in accordance with the terms of this Note and the continuation of such failure for a period of ten (10) days after such due date (an "**Event of Default**"). If an Event of Default occurs and is continuing with respect to the Note, the Holder may declare all of the then outstanding Principal of this Note and all other Notes held by the Holder, including any Interest and unpaid Late Charges, to be due and payable immediately, this Note shall become due and payable automatically without further action or notice. In the event of such acceleration, the amount due and owing to the Holder shall be 100% of the outstanding Principal of the Notes held by the Holder (plus all accrued and unpaid Interest and Default Rate, if any). The Holder's remedies under this Note shall be cumulative.

7. Borrower may prepay this Note, in whole, at any time without premium or penalty. Borrower shall give written notice to Holder specifying the amount of the prepayment and the date on which prepayment is to be made, which date shall not be less than five (5) days after the date of Borrower's notice. If any such notice of prepayment is given, the amount of the prepayment shall be due and payable on the date specified in Borrower's notice. Any amounts so prepaid may not be re-borrowed.

8. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES.** Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district in New York; provided that nothing contained in this Note will prevent Holder from bringing any action, enforcing any award or judgment or exercising any rights against Borrower individually, against any security or against any property of Borrower within any other county, state or other foreign or domestic jurisdiction. Holder and Borrower agree that the venue provided above is the most convenient forum for both Holder and Borrower. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

9. **Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, BORROWER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN EVIDENCED BY THIS NOTE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY INSTRUMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF BORROWER OR HOLDER.**

10. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be severable and shall be invalid or unenforceable, it shall be ineffective only to the extent of such prohibition or invalidity, and such ineffectiveness shall not invalidate the remaining provisions of this Note.

11. If court costs or attorney's fees are incurred by the Holder in collection of the amount due, the Maker agrees to pay said court costs and reasonable attorney fees. 16. **PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS.** If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the provisions of this Note or (b) there occurs any bankruptcy, reorganization, receivership of the Company or other proceedings affecting Company creditors' rights and involving a claim under this Note, then the Company shall pay the reasonable costs and expenses incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, without limitation, attorneys' fees and disbursements.

12. **Construction; Headings.** This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Note are for convenience of reference and shall not form part of, or affect the interpretation of, this Note.

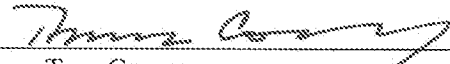
13. FAILURE OR INDULGENCE NOT WAIVER. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

14. BORROWER'S OBLIGATIONS UNDER THIS NOTE MAY NOT BE ASSIGNED, HYPOTHECATED, TRANSFERRED, OR OTHERWISE NEGOTIATED BY BORROWER, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF HOLDER, AND ANY OTHER PURPORTED ASSIGNMENT, HYPOTHECATION, TRANSFER OR NEGOTIATION OF THIS NOTE BY BORROWER OR OF ITS OBLIGATIONS HERERUNDER SHALL BE NULL AND VOID. HOWEVER, BORROWER'S OBLIGATIONS UNDER THIS NOTE INURE TO HIS LEGAL REPRESENTATIVES, HEIRS, BENEFICIARIES AND SUCCESSORS.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Note on and as of the date first set forth above.

BORROWER:

ECO BUILDING PRODUCTS, INC.

By: 
Tom Comery
Chief Executive Officer