# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5988326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	52

### **CONVEYING PARTY DATA**

Name	Execution Date
WOOD PROTECTION TECHNOLOGIES, INC.	03/21/2017

#### **RECEIVING PARTY DATA**

Name:	APOLLO CAPITAL CORP.	
Street Address:	7050 ALOMA AVE.	
City:	WINTER PARK	
State/Country:	FLORIDA	
Postal Code:	32792	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	9920250

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 7149668827

Email: bhipdocket@bakerlaw.com

Correspondent Name: BAKERHOSTETLER

Address Line 1: 600 ANTON BOULEVARD, SUITE 900
Address Line 4: COSTA MESA, CALIFORNIA 92626-7221

ATTORNEY DOCKET NUMBER:	52
NAME OF SUBMITTER:	MARK H. KRIETZMAN
SIGNATURE:	/Mark H. Krietzman/
DATE SIGNED:	02/28/2020

#### **Total Attachments: 2**

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PATENT 505941607 REEL: 051962 FRAME: 0036

## PROMISSORY NOTE AND SECURITY AGREEMENT

Up to - \$100,000.00 21 March, 2017

1.0 FOR VALUE RECEIVED, the undersigned, Wood Protection Technologies, Inc. (the "Debtor"), with offices located at 11568 Sorrento Valley Rd. Suite 13 San Diego, CA 92121 promises to pay to the order of APOLLO CAPITAL CORP. (the "Secured Party"), with offices located at 7050 Aloma Ave Winter Park, FL 32792 the principal sum of One Hundred Thousand AND NO/100 DOLLARS (\$100,000.00), or such amount proportionate to the portion of the issue price actually funded. Together with interest thereon at the rate of eighteen percent (18%) per annum, commencing upon each of the funding date(s) and until re-paid.

- 2.1 Payment of principal and all accrued interest shall be due no later than on July 1st, 2017 (the "Maturity Date").
- 2.2 Interest on this Note shall be computed on a 360 Day simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.
- 2.3 All payments due hereunder are payable by wire see attached wire instructions, or at such Other place as the Secured Party may from time to time designate in writing.
- 3.0 <u>Default and Secured Party's Right upon Default</u>. Time is of the essence of this note, if default is made in any payment due hereunder, then, in such event for each calendar day during which the Debtor is in such state of payment default, an additional ONE HUNDRED DOLLARS (\$100.00) shall be added to the principal of this Note, which additional amount shall be immediately due and payable. All principal and accrued interest shall bear interest at the tate of twenty two percent per annum (22%) from and after the date hereof.
- 4.0 Attorney's Fees. If this Note is not paid when due and is referred to an attorney for collection (whether or not litigation is commenced), or for representation of the Secured Party or subsequent note holder in proceedings under the Bankruptcy Code or other insolvency proceedings, the undersigned promises to pay, and the Secured Party or subsequent note holder shall be entitled to recover, the reasonable fees and expenses of such attorney in addition to the full amount due hereon.
- 5.0 <u>Waivers</u>. The Debtor, his successors and assigns, jointly and severally waive presentment, protest, demand, and any notice of protest, demand, dishonor, and nonpayment of this Note, and also all pleas of division and discussion, and expressly agree that this Note, or any payment hereunder, may be extended from time to time without notice, and without in any way affecting the liability of the Debtor and his successors and assigns.
- 6.0 <u>Caption Headings</u>. Caption headings of the section of this Note are for convenience purposes only and are not to be used to interpret or to define their provisions.
- 7.0 Severability. If any provision of this Note is held to be invalid, illegal, or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.
- 8.0 <u>Governing Law.</u> This Note shall be construed in accordance with the laws of the State of New York. This Note is made and entered into for business purposes.

[Remainder of page intentionally left blank]

9.0 Grant of Security Interest. As a condition for Secured Party to agree to lend Debtor the funds contemplated herein, Debtor grant to Secured Party, a security interest in its property, tangible and intangible, including but not limited to: all accounts, now existing or subsequently arising; all contract rights of Debtor, now existing or subsequently arising; all accounts receivable, now existing or subsequently arising; all chartel paper, documents, and instruments related to accounts; all intellectual property, inventory, furniture, fixtures, equipment, and supplies now owned or subsequently acquired; and the proceeds, products, and accessions of and to any and all of the foregoing (the "Collateral").

This security interest is granted to secure the debt evidenced by this note and agreement and all costs and expenses incurred by Secured Party in the collection of the debt.

Secured Party, in its discretion, may file one or more financing statements under the California Uniform Commercial Code, naming Debtor as a debtor and Secured Party as secured party and indicating the Collateral specified in this Promissory Note and Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTOR:

SECURED PARTY:

Tom Comery

President

Wood Protection Technologies, Inc.

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President

Apollo Capital Corp

PATENT REEL: 051962 FRAME: 0038

RECORDED: 02/28/2020