PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6084200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ILLUMA-DRIVE INC.	11/29/2017

RECEIVING PARTY DATA

Name:	RAGSDALE RESOURCES INTERNATIONAL INC.
Street Address:	2 GRAYWOOD DRIVE
City:	TORONTO
State/Country:	CANADA
Postal Code:	M9A 1T6

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	10652983

CORRESPONDENCE DATA

Fax Number: (416)746-8319

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: 4167484773
Email: jngo@loonix.com
Correspondent Name: MATTHEW THURLOW
Address Line 1: 135 QUEENS PLATE DRIVE, SUITE 600
Address Line 4: TORONTO, CANADA M9W 6V7

ATTORNEY DOCKET NUMBER:	24314-0001
NAME OF SUBMITTER:	MATTHEW THURLOW
SIGNATURE:	/Matthew J. Thurlow/
DATE SIGNED:	04/29/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 2
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<u>TERM NOTE</u>

Due: December 31, 2018
$50,000 (Cdn.)

To: Ragsdale Resources International Inc. (2 Graywood Drive, Toronto, Ontario M9A 1T6)

FOR VALUE RECEIVED the undersigned promises to pay, on the due date indicated above, to or to the order of Ragsdale Resources International Inc. (the "**Holder**") at 2 Graywood Drive, Toronto, Ontario M9A 1T6, or at such other place as the Holder may designate from time to time to the undersigned in writing, in lawful money of Canada forthwith, the principal sum of FIFTY THOUSAND DOLLARS ($50,000 Cdn.) (the "**Principal Amount**"). The Principal Amount shall bear interest of TEN PERCENT (10%) per annum which shall accrue from the date hereof, and the Principal Amount and interest are due and payable on December 31, 2018 (the "**Maturity Date**").

The undersigned may, at its election, repay this note in its entirety (together with any accrued unpaid interest) prior to the due date indicated above.

The Holder shall be entitled, at any time prior to the Maturity Date, and provided that, and not until, an arm's length financing is completed for gross proceeds of at least $1.0 million, to convert all or any portion of the unpaid principal amount hereof (including accrued or unpaid interest thereon) into Class B voting common shares of the undersigned (the "**Conversion Right**") on not less than 10 days' prior written notice to the undersigned. Conversion shall be made on the basis of a conversion price (the "**Price**") and the number of common shares (the "**Conversion Securities**") shall be determined by dividing the principal amount in respect of which the Conversion Right is being exercised by the Price. The Price shall be equal to the greater of (i) $2.00, and (ii) 90% of the most recent price per share in an arm's length financing completed for gross proceeds of at least $1.0 million. The undersigned shall act in good faith and use reasonable efforts to ensure that certificates or other evidence of ownership of the Conversion Securities shall be delivered to the Holder promptly following the delivery of a conversion notice.

As security for the payment of the said principal and interest and all other monies from time to time owing hereunder, the undersigned hereby charges as and by way of a floating charge to and in favour of the Holder hereof the undertaking and all of the property and assets of the undersigned for the time being both present and future; provided that such floating charge shall in no way hinder or prevent the undersigned form pledging, assigning or giving security or securities (whether by way of fixed charge or floating charge) to the undersigned's banker, for present or future debts or liabilities of the undersigned and any such pledge, assignment, security or securities (whether given before or after the execution and delivery of this Term Note) shall rank in priority to the floating charge hereby created.

The note shall be governed by and constructed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein. The undersigned hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario, provided that nothing herein shall prevent the Lender from proceeding at its election against the undersigned in the courts of any other province, country or jurisdiction.

To the fullest extent allowed by the applicable law, all limitation periods applicable to the enforcement by the Holder of the obligations of the undersigned hereunder are hereby waived by the undersigned and excluded. For certainty, the undersigned agrees (a) that this note constitutes a business agreement under the *Limitations Act* (Ontario), and (b) that all limitation periods provided for in such Act, other than the ultimate limitation period found in section 15 thereof, are excluded and shall not apply to this note and the obligations of the undersigned hereunder.

The undersigned hereby waives demand and presentment for payment, notice of non-payment, notice of protest, notice of dishonour, bringing of suit and diligence in taking any action.

DATED at Toronto, Ontario this 29th day of November, 2017.

ILLUMA-DRIVE INC.

By: ______________________________

Name: Derek Hopkins
Title: President & CEO

I have authority to bind the corporation.