

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6093714

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AGREEMENT AND MUTUAL RELEASE	
CONVEYING PARTY DATA		
	Name	Execution Date
	PARJANA, INC	10/07/2016
RECEIVING PARTY DATA		
Name:	PARJANA DISTRIBUTIONS, LLC	
Street Address:	6803 ROOSEVELT AVENUE	
City:	ALLEN PARK	
State/Country:	MICHIGAN	
Postal Code:	48101	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8562250
CORRESPONDENCE DATA		
Fax Number:	(248)644-6530	
<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:	248-644-1455	
Email:	jbenefiel@sbcglobal.net	
Correspondent Name:	JOHN R BENEFIEL	
Address Line 1:	6005 UPPER STRAITS BLVD	
Address Line 4:	WEST BLOOMFIELD, MICHIGAN 48324	
ATTORNEY DOCKET NUMBER:	NIE-107	
NAME OF SUBMITTER:	JOHN R BENEFIEL	
SIGNATURE:	/John R Benefiel/	
DATE SIGNED:	05/06/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 31		
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AGREEMENT AND MUTUAL RELEASE

THIS AGREEMENT AND MUTUAL RELEASE (the "Agreement") is entered into this 30th day of September, 2016 ("Signing Date"), and made effective as of September 30, 2016 ("Effective Date") by and among Parjana, Inc. ("PI"), Andrew Niemczyk ("Niemczyk"), Frank Muller ("Muller"), and together with PI and Niemczyk, the "PI Parties", Parjana Distribution, LLC ("Distribution"), Gregory L. McPartlin ("McPartlin"), GMCP Holdings, LLC ("GMCP"), Water Disbursement, LLC ("Water"), and Joseph Kramer ("Kramer"), and together with Distribution, McPartlin, GMCP and Water, the "Distribution Parties". Each of the PI Parties and the Distribution Parties are also referred to as a "Party", and together, the "Parties".

Recitals

WHEREAS, on or about May 3, 2016, PI notified Distribution that, due to Distribution's alleged breach of the Licensing Agreement, dated as of June 19, 2012, between PI and Distribution (the "License Agreement"), PI had terminated the License Agreement;

WHEREAS, by notice to PI, Distribution denied that it had breached the License Agreement;

WHEREAS the PI Parties and the Distribution Parties had other disputes in addition to those relating to the alleged breach;

WHEREAS, in order to avoid the expense and inconvenience of protracted litigation and without any admission of liability, the Parties agreed to engage in mediation in order to attempt to settle all claims against each other;

WHEREAS, as a result of the mediation, on June 9, 2016, the Parties executed a binding Settlement Term Sheet outlining the terms of a settlement of their disputes; and

WHEREAS, pursuant to the Settlement Term Sheet, the Parties agreed to prepare and execute this Agreement to carry out the terms of the Settlement Term Sheet and in order to settle all claims asserted or that could have been asserted against one another relating to the License Agreement and any other matter between the PI Parties and the Distribution Parties, as well as to restructure their relationships.

NOW, THEREFORE, in consideration of the foregoing and of the agreements, promises, covenants and releases set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

1. Assignment of Invention and Certain Patents. Subject to the terms of this Agreement and the Security Agreement (defined below), each of Niemczyk, Muller and PI hereby conveys, transfers and assigns to Distribution, all of Niemczyk's, Muller's and PI's right, title and interest in and to:



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(a) the right to manufacture, sell and install the technology described in United States Patent US 8,562,250 B2, in all areas of the world except for the Excluded Territories (defined below);

(b) the patents and patent applications set forth in Schedule 1 of the Patent Assignment Agreement attached hereto as Exhibit A, as well as any and all rights owned by Niemczyk, Muller, and PI necessary to file any patent applications claiming priority to US 8,562,250 that is not in the Excluded Territories defined below (the "Assigned Patents"), including an undivided interest in and to the inventions described in US 8,562,250 anywhere in the world outside of the Excluded Territories;

(c) the right to validate European Patent EP 2 419 572 in any country not in the Excluded Territories, as well as any and all rights owned by Niemczyk, Muller, and PI necessary to file for validation of European Patent EP 2 419 572 in any such country not in the Excluded Territories, including an undivided interest in and to the inventions described in European Patent EP 2 419 572 anywhere in the world outside of the Excluded Territories;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Patents; and

(e) any and all claims and causes of action with respect to any of the foregoing accruing on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Collectively, the foregoing shall be identified as the "Assigned Property". Effective immediately on the Effective Date, and until such time as any of the foregoing patent rights shall be transferred, or divided and transferred, to Distribution as may be required to effectuate the intent of this Agreement, Niemczyk, Muller and PI further convey an, exclusive, and unlimited license to fully exploit the Assigned Property, in every manner conceivable in any area of the world other than the Excluded Territories (defined below).

2. Representations as to Assigned Patents.

(a) Niemczyk, Muller and PI hereby individually represent and warrant that, as of the Effective Date:

(i) All of PI is owned by Niemczyk, Muller and (until the assignment of their shares in PI is given effect as described in Section 11(a)) McPartlin and Kramer.

(ii) The Patents identified in Exhibit A constitute all of the patents and patent applications issued or pending in any country in the world, with the exception of the Excluded Territory (as defined below), with respect to the method for injecting surface water into the ground as described in United States Patent No. US 8,562,250 B2 (the "EGRP® Technology"). For avoidance of doubt, the EGRP® Technology does not and is not intended to include the inventions, patents, claims and intellectual property described in the patents listed in Exhibit B attached hereto, except as otherwise indicated in that Exhibit. Niemczyk or PI, or a



combination of them, own the Assigned Patents, along with any and all rights ever in existence related to the Assigned Patents.

(iii) To the actual knowledge of Niemczyk, Muller and PI, the Assigned Patents are valid and enforceable.

(iv) To the actual knowledge of Niemczyk, Muller and PI, there are no liens, assignments, pledges, licenses, encumbrances, contractual obligations or other obligations affecting, or otherwise related to the Assigned Patents.

(v) All maintenance fees, renewal fees, maintenance annuities and other fees and costs required to be paid by the laws and regulations of the jurisdictions where the Assigned Patents are operative are paid current.

(vi) None of Niemczyk, Muller nor PI is aware, to their actual knowledge, of any allegation that they have engaged in conduct or activity utilizing the Assigned Patents which violates or infringes the intellectual property of another person or entity.

(vii) None of Niemczyk, Muller nor PI is aware, to their actual knowledge, of the activity of any person or entity that is violating or infringing on the intellectual property rights associated with the Assigned Patents, nor has Niemczyk, Muller or PI ever been aware of, to their actual knowledge, or made any claim that, the activity of any other person or entity violates or infringes the intellectual property rights associated with the Assigned Patents (other than as set forth in the Recitals).

(b) Notwithstanding anything to the contrary in this Agreement, the foregoing subsections of this Section 2 constitute the sole representation and warranties of Niemczyk, Muller and PI with respect to the Assigned Patents, and Niemczyk, Muller and PI make no other express or implied representation or warranty, either written or oral, as to the Assigned Patents, or any other representation or warranty arising from statute or otherwise in law.

(c) To the actual knowledge of each of the Distribution Parties, the Distribution Parties are not aware of any facts or circumstances that would serve as the basis for a claim by any of the Distribution Parties or any other party against any of the PI Parties based upon a breach of any of the representations and warranties Niemczyk, Muller or PI contained in this Agreement.

3. Assignment of Certain Contract Rights. PI hereby assigns, grants, conveys and transfers to Distribution all of PI's right, title and interest in any contract rights that PI may have with Polytec Plastics, Inc. (the "Manufacturer") to manufacture the tubing related to the EGRP® Technology, (the "Assigned Contracts") copies of which are hereby attached. The foregoing assignment includes the ownership rights that PI may have in any drawings including drawings in the possession of or used by the Manufacturer to manufacture the tubing; provided, however, that, notwithstanding the foregoing, PI shall have the right to separately contract with the Manufacturer and to have the Manufacturer utilize its drawings, dies or other dies in manufacturing PI's requirements of EGRP® tubing. Distribution hereby accepts such assignment and assumes all of PI's duties and obligations under the Assigned Contracts and

agrees to pay, perform and discharge, as and when due, all of the obligations of PI under the Assigned Contracts accruing on and after the Effective Date. For avoidance of doubt, nothing herein shall be construed to prohibit PI or Manufacturer from entering into new contracts or arrangements with each other for the manufacture and sale to PI of the tubing related to the EGRP® Technology.

4. Payments Due from Distribution. Distribution shall pay to PI the total amount of Three Million US Dollars (\$3,000,000), by wire transfer of immediately available funds to an account designated in writing by PI to Distribution, payable as follows:

- (a) \$100,000 on the Effective Date, simultaneous with the execution of this Agreement;
- (b) on each of the first through fourth anniversary dates of the Effective Date, the greater of:
 - (i) \$100,000; or
 - (ii) the amount equal to the \$0.10 per foot of EGRP® tubing sold by Distribution or its successors, assigns or sub-licensees, agents or representatives during the immediately preceding twelve month period; and
- (c) the unpaid balance of the \$3,000,000 payment in full on or prior to the fifth anniversary of the Effective Date.

Collectively, the foregoing terms of paragraph 4 shall be referred to as the "Payment Obligations".

5. Security Agreement. As security for Distribution's timely and full payment of the amounts described in Section 4 above and its obligations hereunder, Distribution grants and assigns to PI a security interest in the Assigned Patents in accordance with and pursuant to the Security Agreement attached hereto as Exhibit C, which the Parties have executed and delivered simultaneously with this Agreement.

6. Use of Parjana and EGRP® Tradenames and Trademarks and Niemczyk's Name; Website and URL.

(a) Subject to the Security Agreement, the PI Parties hereby sell, assign, transfer and convey to Distribution the right, title, and interest in and to the trademarks and tradenames "Parjana" and "EGRP®" throughout the entire world, except for the Excluded Territories. Distribution further sells, assigns, transfers and conveys to the PI Parties any of its right, title, and interest in and to the trademarks and tradenames "Parjana" and "EGRP®" in the Excluded Territories. Except as otherwise provided herein, the parties agree that they shall not use the trademarks and tradenames "Parjana" and "EGRP®" in the other parties' territory.

(b) Subject to the provisions below, the PI Parties hereby sell, assign, transfer and convey to Distribution the right, title, and interest in and to the website "Parjana.com", including HTML files, Java files, graphics files, animation files, data files, technology, scripts,



and programs, both in object code and source code form, all associated documentation, along with any interest the PI Parties may have in any contract to host said website. Either Party shall not, and shall not permit any of its affiliates, successors or assigns to, directly or indirectly, use or market the name "Parjana" or "EGRP®" in any way in any part of the other Party's territory in which it is permitted to use the EGRP® Technology pursuant to this Agreement. For avoidance of doubt, the above restrictions shall not prevent a Party from using "Parjana" or "EGRP®" on its website, or via social media or email, for the purpose of marketing to customers in its respective territory as described above. In addition, none of the PI Parties shall use the name "Parjana" in any internet name or URL; provided that, notwithstanding the foregoing, PI shall not be precluded from utilizing the name "ParjanaCleantech" in conjunction with any domain suffix or top level domain (e.g., "ParjanaCleantech.com") or from utilizing the combination of the name "Parjana" and the name of a country in the Excluded Territories (e.g., "ParjanaSwitzerland.com"). Notwithstanding the foregoing, the Parties agree and acknowledge that:

(i) all emails and data associated with such emails related to the "Parjana.com" website prior to the Effective Date shall belong and remain the property of PI;

(ii) prior to the Signing Date, PI will copy and extract all "Parjana.com" emails and data associated with such emails from the files, data, software and programs to be transferred to Distribution pursuant to this section;

(iii) until the six (6) month anniversary of the Signing Date, Distribution shall cause that any emails addressed to any of the following email addresses shall be automatically forwarded to PI (to an address(es) to be provided by PI): andrew.niemczyk@parjana.com, alan.pfaff@parjana.com, frank.muller@parjana.com, nathan.rose@parjana.com, patrick.niemczyk@parjana.com, and robert.niemczyk@parjana.com;

(iv) on the six (6) month anniversary of the Signing Date, Distribution shall cause that each of the email addresses listed in the sub-section above be disabled and deleted from the "Parjana.com" website and address.

(c) None of the PI Parties or Distribution has made or makes any other express or implied representation or warranty, either written or oral, as to the names "Parjana" and "EGRP" or any representation or warranty arising from statute or otherwise in law.

(d) The Distribution Parties shall not, and shall not permit any of their affiliates, successors, or assigns and their customers to use Niemczyk's name or otherwise refer to Niemczyk for the promotion of the EGRP® Technology, other than identifying Niemczyk as the original inventor of the EGRP® Technology without any further descriptions or editorials, unless otherwise consented to by Niemczyk in advance and in writing.

(e) As used in this Agreement, the term "Excluded Territories" shall mean Continental Europe (consisting of the countries of Norway, Finland, Sweden, Estonia, Latvia, Lithuania, Belarus, Azerbaijan, Ukraine, Romania, Bulgaria, Turkey, Greece, Cyprus, Poland, Slovakia, Hungary, Germany, France, Denmark, Belgium, Netherlands, Spain, Andorra, Monaco, Portugal, Switzerland, Italy, Vatican City, Malta, Moldova, San Marino, Austria,



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Luxembourg, Liechtenstein, Czech Republic, Bosnia and Herzegovina, Croatia, Slovenia, Serbia, Montenegro, Macedonia, Albania, Armenia and Kosovo) and Asia (consisting of the countries of Kazakhstan, Uzbekistan, Kyrgyzstan, Turkmenistan, Tajikistan, Afghanistan, Pakistan, Nepal, Bangladesh, Burma, India, Sri Lanka, Mongolia, China, Bhutan, Myanmar, Laos, Thailand, Vietnam, Cambodia, Japan, N. Korea, S. Korea, Taiwan, Singapore, Malaysia, Maldives and the Philippines).

7. Noncompetition.

(a) For a period of fifteen (15) years commencing on the Effective Date (the "Restricted Period"), each of the Distribution Parties shall not, nor shall any of his or its current, past or future employees, agents, licensees, attorneys, successors, assigns, affiliates or related parties, directly or indirectly, (i) engage in or assist others in engaging in any business involving the manufacturing, distribution, sale, marketing, installation or otherwise deploying of the EGRP® Technology or any other method for passively injecting surface water into the ground ("EGRP® Business") in the Excluded Territories; or (ii) have an interest in any entity or person that engages directly or indirectly in the EGRP® Business in the Excluded Territories in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant.

(b) During the Restricted Period, each of the PI Parties shall not, nor shall any of his or its current, past future employees, agents, licensees, attorneys, successors, assigns, affiliates or related parties (including Parjana Cleantech S.A., a Swiss entity), directly or indirectly, (i) engage in or assist others in engaging any business involving the manufacturing, distribution, sale, marketing, installation or otherwise deploying of the "EGRP® Business" in any area of the world other than in the Excluded Territories; or (ii) have an interest in any entity or person that engages directly or indirectly in the EGRP® Business outside of the Excluded Territories in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant.

For avoidance of doubt, the term "EGRP® Business" does not include manufacturing, marketing or selling drilling rigs and related parts and equipment which can be used by installers or others utilizing the EGRP® Technology.

8. Termination of Agreements Between Parties and Release. Except for this Agreement, any agreement between any of the PI Parties and any of the Distribution Parties as of the Effective Date, including without limitation any employment agreements, shareholder or membership agreements, the License Agreement, the Agreement between Parjana Distribution and Parjana Inc. (dated as of February 4, 2014), the Addendum to License Agreement (dated as of June 19, 2012), and the Agreement in Principle Regarding Licensing Agreement (dated as of June 19, 2012), is hereby terminated and deemed null and void. Each of the PI Parties, for himself or itself and on behalf of each of his or its related persons, affiliates, successors, predecessors, companies, officers, directors, stockholders, attorneys and employees, assigns and insurers, and all persons and entities who may claim under or through any or all of them, hereby releases and forever discharges each of the Distribution Parties, and each of its affiliates, successors, predecessors, companies, officers, directors, stockholders, attorneys, employees, heirs, assigns and insurers, from (a) any and all obligations arising under the above described

agreements as well as the Assignment Separate from the Certificate for Parjana, Inc. (dated June 26, 2012), the Operating Agreement of Parjana Distribution, LLC (dated as of March 15, 2012), the First Amendment to Operating Agreement (dated as of January 30, 2014), as any of the above may have been amended or superseded (collectively, the "Prior Agreements"), and (b) all manner of actions, causes of action, suits, debts, damages, expenses, claims, counterclaims, setoffs, demands, proceedings and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both in law and in equity, which such PI Party or his or its related persons now has, has ever had, or may hereafter have against any of the Distribution Parties arising contemporaneously with or prior to the Effective Date, including any right to indemnification, reimbursement from, or payment by Distribution, whether pursuant to Distribution's organizational documents, contract, or otherwise and whether or not pending on or asserted after the Effective Date; provided, however, that the above releases do not include any effort to enforce this Agreement.

The PI Parties further agree to indemnify and hold the Distribution Parties harmless with respect to any and all claims alleged to currently be in existence at the time of this Agreement or alleged to arise by virtue of some or all of the transactions contemplated in this Agreement that are in fact obligations of PI or that that may be made by Angelika Niemczyk, Patrick Niemczyk, Robert Niemczyk or Rae Pfaff.

9. Release By Distribution Parties. Each of the Distribution Parties, for himself or itself and on behalf of each of his or its related persons, affiliates, successors, predecessors, companies, officers, directors, stockholders, attorneys and employees, assigns and insurers, and all persons and entities who may claim under or through any or all of them, hereby releases and forever discharges each of the PI Parties, and each of their affiliates, successors, predecessors, companies, officers, directors, stockholders, attorneys, employees, heirs, assigns and insurers, from (a) any and all obligations arising under the Prior Agreements, and (b) all manner of actions, causes of action, suits, debts, damages, expenses, claims, counterclaims, setoffs, demands, proceedings and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both in law and in equity, which such Distribution Party or his or its related persons now has, has ever had, or may hereafter have against any of the PI Parties arising contemporaneously with or prior to the Effective Date, including any right to indemnification, reimbursement from, or payment by PI, whether pursuant to PI's organizational documents, contract, or otherwise and whether or not pending on or asserted after the Effective Date; provided, however, that the above releases do not include any effort to enforce this Agreement.

The Distribution Parties further agree to indemnify and hold the PI Parties harmless with respect to any and all claims alleged to currently be in existence at the time of this Agreement or alleged to arise by virtue of some or all of the transactions contemplated in this Agreement that are in fact obligations of Distribution or that may be made by any former, present or future customer of Distribution.

10. Notice of Sale of Intellectual Property Rights. Prior to selling to an unrelated, independent third party any EGRP® Technology patent rights that PI or Niemczyk may hold, PI or Niemczyk, as applicable, shall notify Distribution of such potential sale and provide Distribution with a reasonable opportunity to submit a bid to purchase such patent rights. Subject to Section 8(b)(i) of the Patent Security Agreement, prior to selling to an unrelated,

independent third party any EGRP® Technology patent rights that Distribution may hold, Distribution shall notify PI of such potential sale and provide PI with a reasonable opportunity to submit a bid to purchase such patent rights. For avoidance of doubt, this section shall not be construed to provide any Party with a right of first refusal or other right to purchase any EGRP® Technology patent rights from a selling Party, and the terms and conditions of any sale of EGRP® Technology patent rights by any selling Party hereunder shall be determined by that selling Party in his or its sole discretion.

11. Assignment of Shares in PI.

(a) McPartlin assigns and transfers unto PI all of his shares of common stock of PI, and irrevocably constitutes and appoints any officer of PI to transfer said shares on the books of PI with full power of substitution in the premises. Kramer assigns and transfers unto PI all of his shares of common stock of PI, and irrevocably constitutes and appoints any officer of PI to transfer said shares on the books of PI with full power of substitution in the premises. McPartlin and Kramer have each executed an Assignment of Shares Separate from Certificate as to his shares in PI, attached as Exhibit D.

(b) Each of McPartlin and Kramer represents and warrants as to their respective shares of common stock as described above, that (i) such shares are owned of record and beneficially by McPartlin and Kramer, respectively, (ii) such shares are free and clear of all encumbrances, and (iii) McPartlin and Kramer have not subjected such shares to any agreements, arrangements or commitments of any character.

(c) Each of the Distribution Parties represents and warrants that, except for the above described shares of McPartlin and Kramer, no Distribution Party owns or holds any interest in any shares, equity, debt or other capital interests or securities in PI.

(d) Each of McPartlin and Kramer hereby resigns from any position, including as a shareholder, officer or director, of PI. Each of the PI Parties hereby acknowledges, accepts such resignations of McPartlin and Kramer from PI, and forever waives and holds harmless McPartlin and Kramer therefrom.

12. Assignment of Membership Interests in Distribution.

(a) Muller assigns and transfers unto Distribution all of his membership interests in Distribution, and irrevocably constitutes and appoints any officer of Distribution to transfer said membership interests on the books of Distribution with full power of substitution in the premises. Niemczyk assigns and transfers unto Distribution all of his membership interests in Distribution, and irrevocably constitutes and appoints any officer or manager of Distribution to transfer said membership interests on the books of Distribution with full power of substitution in the premises. Muller and Niemczyk have each executed an Assignment of Membership Interest Separate from Certificate as to his membership interests in Distribution, attached as Exhibit E.

(b) Each of Muller and Niemczyk represents and warrants as to their respective membership interests as described above, that (i) such membership interests are owned of record and beneficially by Muller and Niemczyk, respectively, (ii) such membership

interests are free and clear of all encumbrances, and (iii) Muller and Niemczyk have not subjected such membership interests to any agreements, arrangements or commitments of any character.

(c) Each of the PI Parties represents and warrants that, except for the above described membership interests of Muller and Niemczyk, no PI Party owns or holds any interest in any shares, equity, debt, capital interests or other securities in Distribution.

(d) Each of Muller and Niemczyk hereby resigns from any position, including as a member or manager, of Distribution, and hereby withdraws from Distribution and its Operating Agreement, as amended. Each of the Distribution Parties hereby acknowledges and accepts such resignations and withdrawals of Muller and Niemczyk from Distribution, notwithstanding anything to the contrary in the Operating Agreement, and forever waives and holds harmless Muller and Niemczyk therefrom.

13. Warranty by Distribution Parties. Each of the Distribution Parties represents and warrants that: (a) he or it has the right and authority to execute this Agreement; (b) no other person or entity has any interest in the claims, obligations and causes of action referred to in this Agreement; (c) he or it has not conveyed or otherwise disposed of any of the claims, obligations and causes of action referred to in this Agreement; and (d) there are no other persons or entities who now have or may hereafter acquire the rights of any of the Distribution Parties to proceed against any of the PI Parties on any of the claims, obligations and causes of action referred to in this Agreement.

14. Warranty by PI Parties. Each of the PI Parties represents and warrants that: (a) he or it has the right and authority to execute this Agreement; (b) no other person or entity has any interest in the claims, obligations and causes of action referred to in this Agreement; (c) he or it has not conveyed or otherwise disposed of any of the claims, obligations and causes of action referred to in this Agreement; and (d) there are no other persons or entities who now have or may hereafter acquire the rights of any of the PI Parties to proceed against any of the Distribution Parties on any of the claims, obligations and causes of action referred to in this Agreement.

15. Remedies. In the event either party shall breach any material provision of this Agreement, and after written notice by the non-breaching party to the alleged breaching party and a reasonable period for the alleged breaching party to cure the alleged default, in addition to any other remedies available at law or in equity, the non-breaching party shall be entitled to recover from the breaching party any and all actual costs and attorney fees incurred on account of said breach.

16. Acknowledgements. The Parties declare and acknowledge that they have carefully read and understand the terms of this Agreement, that they have been represented by their respective attorneys with regard to the review and execution of this Agreement. They further state that they execute this Agreement voluntarily after consultation with their respective attorneys and without being pressured or influenced.

17. Waiver. No waiver of any provision by any Party shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

18. Expenses. All costs and expenses incurred in connection with this Agreement and each other agreement, document and instrument contemplated by this Agreement and the transactions contemplated hereby and thereby shall be paid by the Party incurring such costs and expenses. For avoidance of doubt, the costs and fees related to recording any patent or trademark applications or assignments made to Distribution hereunder shall be paid by Distribution and the payment of any costs and fees related to recording any patent or trademark applications or assignments made to any of the PI Parties shall by the PI Parties.

19. Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby and thereby.

20. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

21. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

22. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

23. Equitable Remedies. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. Dispute Resolution and Governing Law. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Unless he is unable or unwilling to serve in such capacity, the parties designate Keefe Brooks as the sole arbitrator. The prevailing Party, as determined by the tribunal, shall be entitled to recover its reasonable costs and legal fees, including attorneys' and experts' fees and costs, from the non-prevailing Party. The place of arbitration shall be Detroit, Michigan. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or of any other jurisdiction).

26. Term and Termination.

(a) Term. This Agreement shall commence as of the Effective Date and, unless terminated earlier in accordance with paragraph (b) below, remain in force until the end of the Restricted Period.

(b) Termination for Cause. PI shall have the right to terminate this Agreement immediately by giving written notice to Distribution if:

(i) Distribution fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than ten business days after PI's written notice to make such payment;

(ii) Distribution materially breaches this Agreement (other than through a failure to pay any amounts due under this Agreement) and, if such breach is curable, fails to cure such breach within ten business days of PI's written notice of such breach; or

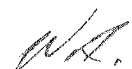
(iii) Distribution (1) becomes insolvent or admits its inability to pay its debts generally as they become due; (2) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within thirty days or is not dismissed or vacated within thirty days after filing; (3) is dissolved or liquidated or takes any corporate action for such purpose; (4) makes a general assignment for the benefit of creditors; or (5) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Upon termination of this Agreement, any payments due PI shall become immediately payable.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Joint and Several Obligations. All obligations of the PI Parties under this Agreement shall be joint and several, except for obligations expressly directed to Niemczyk. All obligations of the Distribution Parties under this Agreement shall be joint and several.

[Signatures on Following Pages]



IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

This is a Release. Read before signing.

PARJANA, INC.

By: [Signature]
Name: ANDREW NIEMCZYK
Its: Chairman

STATE OF MICHIGAN)
 Wayne) SS.
COUNTY OF OAKLAND)

On this 14 day of October, 2016, before me personally appeared Andrew Niemczyk, Chairman of Parjana, Inc., to be known to be the person executing the foregoing Agreement and Mutual Release.

[Signature]
Notary Public

____ County, Michigan
My commission expires: _____

Anna M. Hoffman
Notary Public
Wayne County, MI
My Comm. Expires: 1/20/2017

[Signature]
Andrew Niemczyk

STATE OF MICHIGAN)
 Wayne) SS.
COUNTY OF OAKLAND)

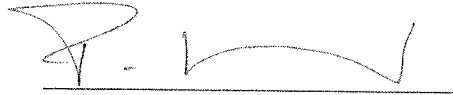
On this 14 day of October, 2016, before me personally appeared Andrew Niemczyk who, being first duly sworn, deposes and says that he has read and understands the foregoing Agreement and Mutual Release and is executing it freely and without duress.

[Signature]
Notary Public

____ County, Michigan
My commission expires: _____

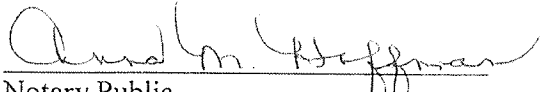
Anna M. Hoffman
Notary Public
Wayne County, MI
My Comm. Expires: 1/20/2017

[Signature Page to Settlement Agreement]


Frank Muller

STATE OF MICHIGAN)
 WAYNE) SS.
COUNTY OF OAKLAND)

On this 14 day of October, 2016, before me personally appeared Frank Muller who, being first duly sworn, deposes and says that he has read and understands the foregoing Agreement and Mutual Release and is executing it freely and without duress.


Notary Public

County, Michigan
My commission expires: _____

Anna M. Hoffman
Notary Public
Wayne County, MI
My Comm. Expires: 1/20/2017

PARJANA DISTRIBUTION, LLC

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2016, before me personally appeared _____, _____ of Parjana, Distribution LLC, to be known to be the person executing the foregoing Agreement and Mutual Release.

Notary Public

County, Michigan
My commission expires: _____

[Signature Page to Settlement Agreement]

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

Gregory L. McPartlin

On this ____ day of _____, 2016, before me personally appeared Gregory L. McPartlin who, being first duly sworn, deposes and says that he has read and understands the foregoing Agreement and Mutual Release and is executing it freely and without duress.

Notary Public
_____, County, Michigan
My commission expires: _____

GMCP HOLDINGS, LLC

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2016, before me personally appeared _____, _____ of GMCP Holdings, LLC, to be known to be the person executing the foregoing Agreement and Mutual Release.

Notary Public
_____, County, Michigan
My commission expires: _____

[Signature Page to Settlement Agreement]

WATER DISBURSEMENT, LLC

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2016, before me personally appeared _____, _____ of Water Disbursement, LLC, to be known to be the person executing the foregoing Agreement and Mutual Release.

Notary Public
_____ County, Michigan
My commission expires: _____

Joseph Kramer

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2016, before me personally appeared Joseph Kramer who, being first duly sworn, deposes and says that he has read and understands the foregoing Agreement and Mutual Release and is executing it freely and without duress.

Notary Public
_____ County, Michigan
My commission expires: _____

[Signature Page to Settlement Agreement]

EXHIBIT A

ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS ("Assignment") made as of the 30th day of September, 2016, Andrew Niemczyk, an individual having an address of 618 E 10 Mile Road, Hazel Park, Michigan 48030 (the "Assignor") and Parjana Distribution, a Michigan limited liability company with offices located at 6803 Roosevelt Avenue, Allen Park, Michigan 48101 ("Assignee").

Recitals

Assignee and Assignor are parties to an Agreement and Mutual Release dated as of the date hereof (the "Agreement"), pursuant to which Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under certain of Assignor's registered and unregistered domestic and foreign patents and patent applications, including the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference, but not including any patents or patent applications in the Excluded Territories (defined below) (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent arising subsequent to the date of this Assignment of Patents, and any and all rights, continuations, divisions, continuations-in-part, reissues, reexaminations, renewals, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, , as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made, except for any jurisdiction located in the Excluded Territories the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof As used in this Agreement, the term "Excluded Territories" means

Continental Europe (consisting of the countries of Norway, Finland, Sweden, Estonia, Latvia, Lithuania, Belarus, Azerbaijan, Ukraine, Romania, Bulgaria, Turkey, Greece, Cyprus, Poland, Slovakia, Hungary, Germany, France, Denmark, Belgium, Netherlands, Spain, Andorra, Monaco, Portugal, Switzerland, Italy, Vatican City, Malta, Moldova, San Marino, Austria, Luxembourg, Liechtenstein, Czech Republic, Bosnia and Herzegovina, Croatia, Slovenia, Serbia, Montenegro, Macedonia, Albania, Armenia and Kosovo) and Asia (consisting of the countries of Kazakhstan, Uzbekistan, Kyrgyzstan, Turkmenistan, Tajikistan, Afghanistan, Pakistan, Nepal, Bangladesh, Burma, India, Sri Lanka, Mongolia, China, Bhutan, Myanmar, Laos, Thailand, Vietnam, Cambodia, Japan, N. Korea, S. Korea, Taiwan, Singapore, Malaysia, Maldives and the Philippines).

Exhibit A-1



PATENT
REEL: 052584 FRAME: 0728

Assignor, by execution of this Assignment, authorizes the Commissioner of Patents and Trademarks of the United States (and the analogous authority in any other jurisdiction in which Patents have been issued) to record the Patents and the title thereto as the property of Assignee in accordance with the terms of this Assignment. Assignee agrees to be responsible for all future maintenance fees and annuities for the Patents and for any costs in connection with the defense of the Patents.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any applications relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (3) obtaining any additional patent protection relating to any of the rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

The validity, interpretation and implementation of this Assignment shall be governed by the laws and regulations of the State of Michigan and the United States of America, without regard to the conflict of laws principles thereof.

This Assignment and the Agreement, and the agreements referred to herein and therein, constitute the entire understanding of the parties with respect to the Patents. If any specific provision in the Agreement is inconsistent with any specific provision of this Assignment, this Assignment shall govern with respect to the Patents and the rights and obligations of the parties relating thereto.

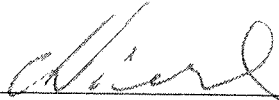
[Signature Page Follows]

Exhibit A-2



PATENT
REEL: 052584 FRAME: 0729

IN WITNESS WHEREOF, Assignor has executed this Assignment of Patents as of the date first above written.




Andrew Niemczyk

[SEAL]

STATE OF MICHIGAN)
) ss.:
COUNTY OF Wayne)

On this 7th day of October, 2016, before me, Anna M. Hoffman, personally appeared Andrew Niemczyk, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and that by his signature on the instrument the person executed the instrument.

Witness my hand and official seal.



[Name], Notary Public

County, Michigan
Commission Expires:
Acting in Wayne County

Anna M. Hoffman
Notary Public
Wayne County, MI
My Comm. Expires: 1/20/2017

SCHEDULE A

<u>Country</u>	<u>Number</u>	<u>Publication/Issue Date</u>
United States	US 8,562,250	October 22, 2013
Australia	AU 2010237023	February 5, 2015
Brazil	BRPI 1015011	April 12, 2016
Canada	CA 2 759 035	October 21, 2010
New Zealand	NZ 596352	May 30, 2014
New Zealand	NZ 624,780	November 27, 2015
Russia	RU 2 527 028	May 27, 2013
Russia	RU 2014/126,323	January 27, 2016

Plus, the right to validate European Patent Number EP 2 419 572, dated February 22, 2012 anywhere in the European Patent Office's jurisdiction except for the Excluded Territories.

Exhibit A-4



PATENT
REEL: 052584 FRAME: 0731

EXHIBIT B

PATENTS AND PENDING PATENTS EXCLUDED FROM EGRP® TECHNOLOGY

<u>Country</u>	<u>Number</u>	<u>Publication/Issue Date</u>
United States	U.S. 9,062,428	June 23, 2015
United States	62/055,158	N/A
United States	2016/090788	March 31, 2016
Canada	CA 2,546,154	July 7, 2005
China	CN 102459774	May 16, 2012
Europe	EP 2 419 572	February 22, 2012
Japan	JP 5 722 878	October 11, 2012
Japan	JP 2015/158,126	September 3, 2015
South Korea	KR 2012/24603	March 14, 2012
PCT	WO2016/049422	March 31, 2016

Exhibit B



PATENT
REEL: 052584 FRAME: 0732

EXHIBIT C

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Patent Security Agreement"), is entered into this 30th day of September, 2016, by and between Parjana Distribution, LLC ("Grantor") and Parjana, Inc. ("PI"). Each of Grantor and PI are also referred to as a "Party", and together, the "Parties".

Recitals

WHEREAS, pursuant to the Agreement and Mutual Release, dated as of the date hereof (the "Settlement Agreement"), among Grantor, Gregory L. McPartlin, GMCP Holdings, LLC, Water Disbursement, LLC, and Joseph Kramer (together with Grantor, the "Distribution Parties"), PI, Andrew Niemczyk and Frank Muller (together with PI, the "PI Parties"), the PI Parties have agreed to assign certain patents to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Settlement Agreement, the Distribution Parties are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the PI Parties to enter into the Settlement Agreement and to induce the PI Parties to assign the patents to Grantor thereunder, Grantor hereby agrees with the PI Parties as follows:

1. Grants of Security Interests in Patent Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due of the Distribution Parties' Payment Obligations (as defined in the Settlement Agreement) under the Settlement Agreement, hereby mortgages, pledges and hypothecates to PI for the benefit of the PI Parties, and grants to PI for the benefit of the PI Parties a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Grantor (the "Patent Collateral"):

- (a) all of patents listed on Schedule I hereto (the "Patents");
- (b) all reissues, continuations or continuations-in-part of the Patents;
- (c) all licenses of the Patents; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent license.

2. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the rights and remedies and security interests granted to the PI Parties pursuant to the Settlement Agreement.

3. PI's Rights. PI shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Patent Security Agreement to take but



which Grantor fails to take, after thirty (30) days' written notice to Grantor. Grantor shall reimburse and indemnify PI for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section.

4. Further Assurances; Attorney-in-Fact.

On a continuing basis, Grantor will, upon the reasonable request by PI and at PI's sole expense, subject to any prior licenses, encumbrances and restrictions and prospective licenses, cooperate with PI's efforts to make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States or in any other foreign jurisdiction, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office or foreign equivalent, and cooperate with PI's efforts to take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by PI, to perfect PI's security interest in the Patent Collateral, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to PI the grant or perfection of a security interest in the Patent Collateral. Grantor hereby irrevocably appoints PI as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, to take any action and to execute any instrument which PI may deem necessary or advisable to perfect its security interest in the Patent Collateral, including to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Patents, with notice to, but without the consent of, Grantor, with all appropriate jurisdictions, as PI deems appropriate, in order to further perfect or protect PI's interest in the Patent Collateral.

5. Grantor's Maintenance and Defense Obligations. During the term of this Agreement, Grantor shall fully and timely pay all maintenance fees and annuities for the Patents and shall use commercially reasonable efforts in defending the Patents against any claims for infringement or otherwise, and pay all costs in connection with the defense of the Patents.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Patent Security Agreement:

(a) Grantor or any of the Distribution Parties fails to timely fully pay any amounts described in and pursuant to Section 4 of the Settlement Agreement; (the "Payment Obligations"); or

(b) Grantor or any of the Distribution Parties breaches any provision of this Patent Security Agreement and fails to cure said breach within thirty (30) days after written notice of said breach to Grantor by PI.

Other than a default in the Payment Obligation, determination of whether a condition of default exists, and/or the determination of whether cure has been effectuated, shall be pursuant to the Dispute Resolution provisions set forth below.

7. Remedies Upon Default.

(a) Upon the occurrence of an uncured Event of Default hereunder, and thereafter, in addition to and not in lieu of any similar grant under the Settlement Agreement, Grantor hereby agrees and authorizes and empowers PI, as the holder of a security interest under the applicable Uniform Commercial Code, may take such action permitted under this Patent Security Agreement, the Settlement Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral. In addition, PI shall have a nonexclusive, royalty free license to use the Patents to the extent reasonably necessary to permit PI to exercise its rights and remedies upon the occurrence of an Event of Default. All of PI's rights and remedies with respect to the Patent Collateral shall be cumulative.

8. Suretyship Waivers. Grantor acknowledges and agrees to the provisions and terms set forth below:

(a) Grantor acknowledges that this Patent Security Agreement secures the Payment Obligations of Distribution under the Settlement Agreement.

(b) Grantor warrants and covenants that Grantor has not or will not, without prior written consent of PI, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of the Patent Collateral or any interest therein. For avoidance of doubt, it shall not be a breach of this provision for Grantor or others to enter into sub-licenses designed to exploit the Patent Collateral; provided that each such sub-license is subject and subordinate to PI's rights under this Patent Security Agreement and the Settlement Agreement. Grantor waives any right to require PI to: (1) proceed against any person, including any Distribution Party; (2) proceed against, or exhaust any collateral held from, Distribution Party; (3) pursue any other remedy in PI's power; or (4) make any presentment, demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor in connection with any obligation or evidence of indebtedness held by PI as security, in connection with any obligation or evidence of indebtedness which constitutes in whole or in part the obligation secured by this Patent Security Agreement, or in connection with the creation of new or additional obligations.

9. Termination. At such time as Grantor shall completely satisfy all of the Payment Obligations secured hereunder, PI shall execute and deliver to Grantor, the appropriate registration/recording authorities, and any other party reasonably designated by Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

10. Equitable Remedies. The Parties agree that irreparable damage would occur if any provision of this Patent Security Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

11. Successors and Assigns. This Patent Security Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.



12. Dispute Resolution and Governing Law. Subject to Section 11 above, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Unless he is unable or unwilling to serve in such capacity, the parties designate Keefe Brooks as the sole arbitrator. The prevailing Party, as determined by the tribunal, shall be entitled to recover its reasonable costs and legal fees, including attorneys' and experts' fees and costs, from the non-prevailing Party. The place of arbitration shall be Detroit, Michigan. This Patent Security Agreement and all matters arising out of or relating to this Patent Security Agreement, are governed by, and construed in accordance with, the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or of any other jurisdiction).

13. Counterparts. This Patent Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Security Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Security Agreement.

[Signature Pages Follow]



PATENT

REEL: 052584 FRAME: 0736

IN WITNESS WHEREOF, this Patent Security Agreement has been duly executed as of the day and year first written above.

PARJANA DISTRIBUTION, LLC

By: [Signature]
Name: Ray Cote
Its: President

Accepted and Agreed
as of the date first above written:

Parjana, Inc.

By: [Signature]
Name: ANDREW NIEMCZYK
Its: Chairman

SCHEDULE I TO PATENT SECURITY AGREEMENT

<u>Country</u>	<u>Number</u>	<u>Publication/Issue Date</u>
United States	US 8,562,250	October 22, 2013
Australia	AU 2010237023	February 5, 2015
Brazil	BRPI 1015011	April 12, 2016
Canada	CA 2 759 035	October 21, 2010
New Zealand	NZ 596352	May 30, 2014
New Zealand	NZ 624,780	November 27, 2015
Russia	RU 2 527 028	May 27, 2013
Russia	RU 2014/126,323	January 27, 2016

Plus, the right to validate European Patent Number EP 2 419 572, dated February 22, 2012 anywhere within the European Patent Office's jurisdiction except for the Excluded Territories.

Exhibit C-6

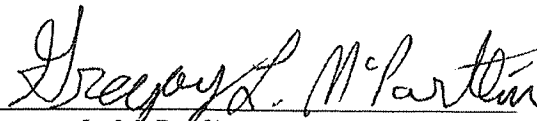


PATENT
REEL: 052584 FRAME: 0738

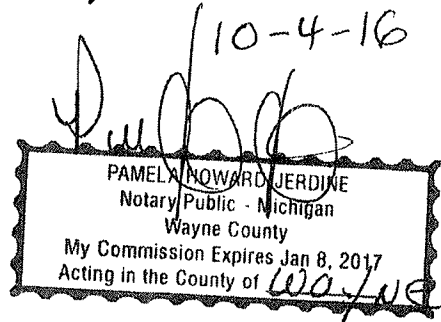
ASSIGNMENT OF SHARES

FOR VALUE RECEIVED, effective on the date hereof, Gregory L. McPartlin ("Assignor") hereby sells, assigns and transfers unto Parjana Inc., a Michigan corporation, his right, title and interest in all of his shares (understood by Assignor to consist of 1% of the common stock) in Parjana Inc., a Michigan limited corporation (the "Company"), standing in the Assignor's name on the books of the Company, and does hereby irrevocably constitute and appoint any officer or director of the Company as attorney-in-fact to transfer said shares on the books of the Company with full power of substitution in the premises.

Dated: September 30, 2016



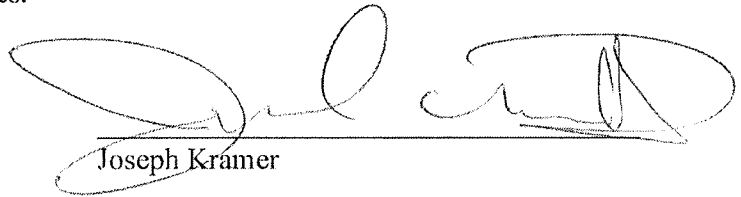
Gregory L. McPartlin



ASSIGNMENT OF SHARES

FOR VALUE RECEIVED, effective on the date hereof, Joseph Kramer ("Assignor") hereby sells, assigns and transfers unto Parjana Inc., a Michigan corporation, his right, title and interest in all of his shares (understood by Assignor to consist of 1% of the common stock) in Parjana Inc., a Michigan limited corporation (the "Company"), standing in the Assignor's name on the books of the Company, and does hereby irrevocably constitute and appoint any officer or director of the Company as attorney-in-fact to transfer said shares on the books of the Company with full power of substitution in the premises.

Dated: September 30, 2016

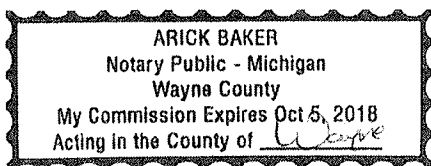


Joseph Kramer

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of MI }
County of Wayne } ss.

On this the 2 day of November, 2016, before me,
Day Month Year
Arick Baker, the undersigned Notary Public,
Name of Notary Public
personally appeared Joseph Krcmar,
Name(s) of Signer(s)



- ☐ personally known to me – OR –
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

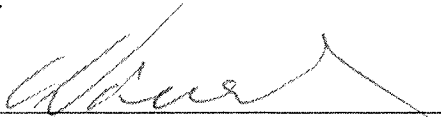
Title or Type of Document: Assignment of Shares
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

EXHIBIT E

ASSIGNMENT OF LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST

FOR VALUE RECEIVED, effective on the date hereof, Andrew Niemczyk ("Assignor") hereby sells, assigns and transfers unto Parjana Distribution, LLC, a Michigan limited liability company, his right, title and interest in all of his Membership Interest (understood by Assignor to represent a thirty-two percent (32%) Membership Interest) in Parjana Distribution, LLC, a Michigan limited liability company (the "Company"), standing in the Assignor's name on the books of the Company, and does hereby irrevocably constitute and appoint any Manager of the Company as attorney-in-fact to transfer the said Membership Interest on the books of the Company with full power of substitution in the premises.

Dated: September 30, 2016

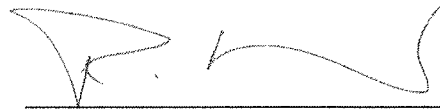


Andrew Niemczyk

ASSIGNMENT OF LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST

FOR VALUE RECEIVED, effective on the date hereof, Frank Muller ("Assignor") hereby sells, assigns and transfers unto Parjana Distribution, LLC, a Michigan limited liability company, his right, title and interest in all of his Membership Interest (understood by Assignor to represent a two percent (2%) Membership Interest) in Parjana Distribution, LLC, a Michigan limited liability company (the "Company"), standing in the Assignor's name on the books of the Company, and does hereby irrevocably constitute and appoint any Manager of the Company as attorney-in-fact to transfer the said Membership Interest on the books of the Company with full power of substitution in the premises.

Dated: September 30, 2016



Frank Muller

27611693.3\155204-00001

Exhibit E-2



PATENT

RECORDED: 05/06/2020

REEL: 052584 FRAME: 0743