

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OM STONE, INC.	12/17/2020
RECEIVING PARTY DATA	
Name:	FIRST INTERNET BANK OF INDIANA
Street Address:	11201 USA PARKWAY
City:	FISHERS
State/Country:	INDIANA
Postal Code:	46037
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7919191
CORRESPONDENCE DATA	
Fax Number:	(317)639-4882
<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:	3176391210
Email:	soliver@lewisappes.com
Correspondent Name:	LEWIS KAPPES
Address Line 1:	1 AMERICAN SQUARE, SUITE 2500
Address Line 4:	INDIANAPOLIS, INDIANA 46282
NAME OF SUBMITTER:	SCOTT A. OLIVER
SIGNATURE:	/s/ Scott A. Oliver
DATE SIGNED:	12/22/2020
Total Attachments: 14	
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SECURITY AGREEMENT

SECURITY AGREEMENT made this 17th day of December, 2020 by **BRONLEEWE FIVE, LLC and OM STONE, INC.**, whose principal place of business is located at 1299 NE 25th Avenue, Hillsboro, Oregon 97124 ("Debtor"), in favor of **FIRST INTERNET BANK OF INDIANA** ("Secured Party").

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor, intending to be bound legally, agrees as follows:

1. Security Interest.

(a) To secure prompt and complete payment and performance of the Obligations (as defined below), Debtor hereby pledges, assigns, transfers and grants to Secured Party a continuing security interest in all properties, assets and rights of the Debtor now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest, wherever located or situated, including without the limitation the following:

- (i) all Accounts;
- (ii) all As-Extracted Collateral;
- (iii) all Chattel Paper;
- (iv) all Commercial Tort Claims;
- (v) all Consignments;
- (vi) all Contracts;
- (vii) all Copyrights;
- (viii) all Copyright Licenses;
- (ix) all Deposit Accounts;
- (x) all Documents;
- (xi) all Encumbrance(s);
- (xii) all Equipment;
- (xiii) all Fixtures;
- (xiv) all Goods;
- (xv) all General Intangibles;
- (xvi) all Health-Care-Insurance Receivables;
- (xvii) all Instruments;
- (xviii) all Inventory;
- (xix) all Investment Property;
- (xx) all Letter-of-Credit Rights;
- (xxi) all Letters of Credit;
- (xxii) all Patents;
- (xxiii) all Patent Licenses;
- (xxiv) all Payment Intangibles;

- (xxv) all Promissory Note(s);
- (xxvi) all Software;
- (xxvii) all Supporting Obligations;
- (xxviii) all Tangible Chattel Paper;
- (xxix) all Trademarks;
- (xxx) all Trademark Licenses;
- (xxxi) all Vehicles (including but not limited to the vehicles listed on Exhibit A), if applicable;
- (xxxii) Also including, but not limited to, a security interest in that certain U.S. Patent Number US 7,919,191 B2 dated April 5, 2011, and as assigned to OM Stone, Inc.; and
- (xxxiii) to the extent not otherwise included, all Proceeds (including condemnation proceeds), all Accessions and additions thereto and all substitutions and replacements therefore and products of any and all of the foregoing.

(hereinafter, collectively called the "Collateral").

Without limitation of the foregoing, the Collateral includes the following:

(b) all income and revenues (from the public taxation or otherwise) of the Borrower, including, without limitation, fees, charges, penalties, proceeds and investment income on all such revenues;

(c) Debtor expressly acknowledges that the security interest granted hereunder shall remain as security for payment and performance of the Obligations, whether now existing or which may hereafter be incurred by future advances, or otherwise. The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing any such Obligations, nor otherwise identify it as being secured hereby.

2. Cross-Collateralization. All Collateral which Secured Party may at any time acquire from Debtor or from any other source in connection with any of the Obligations shall constitute collateral for each and every Obligation, without apportionment or designation as to particular Obligations, and all Obligations, however and whenever incurred, shall be secured by all Collateral, however and whenever acquired, and Secured Party shall have the right, in its sole discretion, to determine the order in which Secured Party's rights in, or remedies against, any Collateral are to be exercised, and which type or which portions of Collateral are to be proceeded against and the order of application of Proceeds of Collateral as against particular Obligations.

3. Definitions. The following terms shall have the following meanings:

(a) "Collateral" shall have the meaning assigned to it in Section 1 of this Agreement;

(b) "Financing Agreements" means this Agreement and any and all agreements, notes, guaranties, instruments, security agreements and documents evidencing, governing,

securing or relating in any way to that certain promissory note (the "Note") in the original principal amount of **\$3,375,000.00** of Debtor in favor of Secured Party;

- (c) "Obligations" means any and all obligations, indebtedness, liabilities, guaranties, covenants and duties owing by Debtor to Secured Party, including without limitation, any obligations under any of the Financing Agreements, whether due or to become due, absolute or contingent, now existing or hereafter incurred or arising, whether or not otherwise guaranteed or secured and whether evidenced by any note or draft or documented on the books and records of Secured Party or otherwise on open account, including without limitation, all costs, expenses, fees, charges and attorneys' and other professional fees incurred by Secured Party in connection with, involving or related to the administration, protection, modification, collection, enforcement, preservation or defense of any of the Secured Party's rights with respect to any of the Obligations, the Collateral or any agreement, instrument or document evidencing, governing, securing or relating to any of the foregoing, including without limitation, all costs and expenses incurred in inspecting or surveying mortgaged real estate, if any, or conducting environmental studies or tests, and in connection with any "workout" or default resolution negotiations involving legal counsel or other professionals and any re-negotiation or restructuring of any of the Obligations;
- (d) "Proceeds" means all Proceeds as that term is defined in Article 9 of the UCC;
- (e) "Promissory Note(s)" means all Promissory Note(s) as that term is defined in Article 9 of the UCC;
- (f) "UCC" means the Uniform Commercial Code as in effect from time-to-time in the **State of Oregon**; and

4. Debtor's Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

(a) Good Standing and Qualification/Legal Capacity. Debtor is a corporation duly organized, validly existing and in good standing under the laws of the **State of Oregon** (Debtor's State") and has all requisite corporate power and authority to own and operate its properties and to carry on its business as now being conducted.

(b) Authority. The Debtor has full power and authority to enter into and perform the obligations under this Agreement, to execute and deliver the Financing Agreements and to incur the obligations provided for herein and therein, all of which have been duly authorized by all necessary and proper corporate or partnership action, if and as the case may be. No other consent or approval or the taking of any other action is required as a condition to the validity or enforceability of this Agreement or any of the other Financing Agreements.

(c) Binding Agreements. This Agreement and the other Financing Agreements constitute the valid and legally binding obligations of the Debtor, enforceable in

accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

(d) Litigation. There are no actions, suits, proceedings or investigations pending or threatened against the Debtor before any court or administrative agency, which either in any case or in the aggregate, if adversely determined, would materially and adversely affect the financial condition, assets or operations of the Debtor, or which question the validity of this Agreement or any of the other Financing Agreements, or any action to be taken in connection with the transactions contemplated hereby or thereby.

(e) No Conflicting Law or Agreements. The execution, delivery and performance by the Debtor of this Agreement and the other Financing Agreements: (i) do not violate any provision of the Certificate of Incorporation and By-laws or the partnership agreement, or the Articles of Organization and Operating Agreement, if and as the case may be, of the Debtor, (ii) do not violate any order, decree or judgment, or any provision of any statute, rule or regulation, (iii) do not violate or conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any shareholder agreement, partnership agreement, operating or membership agreement, stock preference agreement, mortgage, indenture, contract or other agreement to which the Debtor is a party, or by which any of Debtor's properties are bound, or (iv) except for the liens and mortgages granted to Secured Party hereunder, do not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or assets of the Debtor.

(f) Financial Statements. The financial information of the Debtor, including, but not limited to, tax returns, balance sheets, statements of earnings, retained earnings, contributed capital and cash flow statements, heretofore submitted to Secured Party, is complete and correct and fairly presents the financial condition of the Debtor as of the dates of said information and the results of its operations and its cash flows for the periods referred to therein in accordance with generally accepted accounting principles, consistently applied. Since the submission of said information to Secured Party, there has been no material adverse change in the financial condition or business of the Debtor.

(g) Taxes. With respect to all taxable periods of the Debtor, the Debtor has filed all tax returns which are required to be filed and all federal, state, municipal, franchise and other taxes shown on such filed returns have been paid as due or have been reserved against, if not yet due, as required by generally accepted accounting principles, consistently applied, and the Debtor knows of no unpaid assessments against Debtor.

(h) Compliance. The Debtor is not in default with respect to or in violation of any order, writ, injunction or decree of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency, authority or official, or in violation of any law, statute, rule or regulation to which Debtor or Debtor's properties is or are subject, where such default or violation would materially and adversely affect the financial condition of the Debtor. The Debtor represents that Debtor has not received notice of any such default or violation from any party. The Debtor is not in default in the payment or performance of any of Debtor's obligations to any third parties or in the performance of any mortgage,

indenture, lease, contract or other agreement to which Debtor is a party or by which any of Debtor's assets or properties are bound, where such default would materially and adversely affect the financial condition of the Debtor.

(i) Office. The chief executive office and principal place of business of the Debtor, and the office where Debtor's books and records concerning Collateral are kept, is, and has been for at least six (6) months, as is set forth in the first paragraph of this Agreement.

(j) Places of Business. The Debtor has no other places of business and locates no Collateral, specifically including books and records, at any location other than at Debtor's place of business set forth in the first paragraph of this Agreement and **1299 NE 25th Avenue, Hillsboro, Oregon 97124**.

(k) Contingent Liabilities. The Debtor is not a party to any suretyship, guarantyship, or other similar type agreement; nor has Debtor offered its endorsement to any individual, concern, corporation or other entity or acted or failed to act in any manner which would in any way create a contingent liability (except for endorsement of negotiable instruments in the ordinary course of business).

(l) Licenses. The Debtor has all licenses, permits and other permissions required by any government, agency or subdivision thereof, or from any licensing entity necessary for the conduct of Debtor's business, all of which the Debtor represents to be in good standing and in full force and effect.

(m) Collateral. The Debtor is and shall continue to be the sole owner of the Collateral free and clear of all liens, encumbrances, security interests and claims except the liens granted to Secured Party hereunder; the Debtor is fully authorized to sell, transfer, pledge and/or grant a security interest in each and every item of the Collateral to Secured Party; all documents and agreements related to the Collateral shall be true and correct and in all respects what they purport to be; all signatures and endorsements that appear thereon shall be genuine and all signatories and endorsers shall have full capacity to contract; none of the transactions underlying or giving rise to the Collateral shall violate any applicable state or federal laws or regulations; all documents relating to the Collateral shall be legally sufficient under such laws or regulations and shall be legally enforceable in accordance with their terms; and the Debtor agrees to defend the Collateral against the claims of all persons other than Secured Party.

(n) Environmental, Health, Safety Laws. Debtor has not received any notice, order, petition or similar document in connection with or arising out of any violation of any environmental, health or safety law, regulation, rule or order, and Debtor knows of no basis for any claim of such violation or of any threat thereof.

(o) Accounts. The amount represented by the Debtor to the Secured Party from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time, to the best of the Debtor's knowledge, be the correct amount actually owing by such account debtor or debtors thereunder in all material respects. No amount payable to the Debtor under or in connection with any Account is evidenced by any Instrument or Chattel

Paper (other than customer contracts constituting Chattel Paper) which has not been delivered to the Secured Party.

(p) Contracts. No consent of any party (other than the Debtor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement. Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally. No consent or authorization of, filing with or other act by or in respect of any governmental authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature. Neither the Debtor nor (to the best of the Debtor's knowledge) any other party to any Contract is in default in a manner which could reasonably be expected to materially adversely affect the value of all such Contracts as Collateral or is reasonably likely to become in default in the performance or observance of any of the terms thereof in any material respect. The Debtor has fully performed all its current obligations under each Contract. The right, title and interest of the Debtor in, to and under each Contract are not subject to any defense, offset, counterclaim or claim which in the aggregate could reasonably be expected to have a material adverse effect to the Collateral, the Debtor's operations or the Debtor's ability to satisfy its obligations hereunder. No amount payable to the Debtor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper (other than customer contracts constituting Chattel Paper) which has not been delivered to the Secured Party.

5. Affirmative Covenants of the Debtor. The Debtor covenants and agrees that from the date hereof until full and final payment and performance of all Obligations, the Debtor shall:

(a) Financial Information. Deliver to Secured Party: (i) promptly upon Secured Party's request, such documentation and information about the Debtor's financial condition, business and/or operations as Secured Party may, at any time and from time to time, request, including without limitation, business and/or personal financial statements, copies of federal and state income tax returns and all schedules thereto, aging reports of Debtor's Accounts and accounts payable and a listing of Debtor's Inventory and Equipment, all of which shall be in form, scope and content satisfactory to Secured Party, in its sole discretion; and (ii) promptly upon becoming aware of any Event of Default (as defined below), or any occurrence which but for the giving of notice or the passage of time would constitute an Event of Default, notice thereof in writing.

(b) Insurance and Endorsement. (i) Keep the Collateral and Debtor's other properties insured against loss or damage by fire and other hazards (so-called "All Risk" coverage) in amounts and with companies satisfactory to Secured Party to the same extent and covering such risks as is customary in the same or a similar business; maintain public liability coverage, including without limitation, products liability coverage, against claims for personal injuries or death; and maintain all worker's compensation, employment or similar insurance as may be required by applicable law; (ii) All insurance shall contain such terms, be in such form,

and be for such periods satisfactory to Secured Party, and be written by such carriers duly licensed by the state in which the Collateral is located and satisfactory to Secured Party. Without limiting the generality of the foregoing, such insurance must provide that it may not be cancelled without thirty (30) days prior written notice to Secured Party. The Debtor shall cause Secured Party to be endorsed as a loss payee with a long form Lender's Loss Payable Clause, in form and substance acceptable to Secured Party on all such insurance. The Debtor shall also cause Secured Party to be endorsed as an additional insured on any liability insurance policies insuring Debtor. In the event of a failure to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish to Secured Party certificates or other satisfactory evidence of compliance with the foregoing insurance provisions. The Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact, coupled with an interest, to make proofs of loss and claims for insurance, and to receive payments of the insurance and execute all documents, checks and drafts in connection with payment of the insurance. Any Proceeds received by Secured Party shall be applied to the Obligations in such order and manner as Secured Party shall determine in its sole discretion, or shall be remitted to the Debtor, in either event at Secured Party's sole discretion.

(c) Tax and Other Liens. Comply with all statutes and government regulations and pay all taxes (including withholdings), assessments, governmental charges or levies, or claims for labor, supplies, rent and other obligations made against it or its property which, if unpaid, might become a lien or charge against the Debtor or its properties.

(d) Place of Business. Maintain its place of business and chief executive offices at the address set forth in the first paragraph of this Agreement.

(e) Inspections. At any time upon reasonable notice to the Debtor, allow Secured Party by or through any of their officers, attorneys, and/or accountants designated by Secured Party, for the purpose of ascertaining whether or not each and every provision hereof and of any related agreement, instrument and document is being performed, to enter the offices and plants of the Debtor to examine or inspect any of the properties, books and records or extracts therefrom, to make copies of such books and records or extracts therefrom, and to discuss the affairs, finances and accounts thereof with the Debtor all at such reasonable times and as often as Secured Party or any such representative of Secured Party may reasonably request.

(f) Litigation. Promptly advise Secured Party of the commencement or threat of litigation, including arbitration proceedings and any proceedings before any governmental agency (collectively, "Litigation"), which is instituted against the Debtor.

(g) Maintenance of Existence. Maintain its corporate, limited liability company, or partnership existence, as the case may be, continue to operate its business as presently conducted, and comply with all valid and applicable statutes, rules and regulations, and maintain its properties in good repair, working order and operating condition. The Debtor shall immediately notify Secured Party of any event causing material loss in the value of its assets.

(h) Collateral Duties. Do whatever Secured Party may request from time to time by way of obtaining, executing, delivering and filing financing statements, assignments, landlord's or mortgagee's waivers, and other notices and amendments and renewals thereof, and the Debtor will take any and all steps and observe such formalities as Secured Party may request in order to create and maintain a valid and enforceable first lien upon, pledge of, and first priority security interest in, any and all of the Collateral. Secured Party is authorized to file financing statements without the signature of the Debtor and to execute and file such financing statements on behalf of the Debtor as specified by the UCC to perfect or maintain Secured Party's security interest in all of the Collateral. All charges, expenses and fees Secured Party may incur in filing any of the foregoing, together with reasonable costs and expenses of any lien search required by Secured Party, and any taxes relating thereto, shall be charged to the Debtor and added to the Obligations.

(i) Notice of Default. Provide to Secured Party, within one business day after becoming aware of the occurrence or existence of an Event of Default or a condition which would constitute an Event of Default but for the giving of notice or passage of time on both, notice in writing of such Event of Default or condition.

6. Negative Covenants of the Debtor. The Debtor covenants and agrees that from the date hereof until full and final payment and performance of all Obligations, the Debtor shall not without the prior written consent of Secured Party:

(a) Encumbrances. Incur or permit to exist any lien, mortgage, charge or other encumbrance against any of the Collateral, whether now owned or hereafter acquired, except: (i) liens required or expressly permitted by this Agreement; (ii) pledges or deposits in connection with or to secure worker's compensation, unemployment or liability insurance; and (iii) tax liens which are being contested in good faith with the prior written consent of Secured Party and against which, if requested by Secured Party as a condition to its consent, the Debtor shall set up a cash reserve or post a surety bond in an amount equal to the total amount of the lien being contested.

(b) Consolidation, Merger, Conversion, or Transfer. Merge into or consolidate with or into any corporation or other entity, convert into any other entity or transfer to or domesticate in any jurisdiction other than the jurisdiction set forth in Section 4 (a) of this Agreement.

(c) Sale, Lease, and/or License of Assets. Sell, lease, license or otherwise dispose of any of its assets, except for sales of Inventory in the ordinary course of business.

(d) Name Changes. Change its corporate name, identity, management, or structure, or conduct its business under any trade name or style other than as set forth in this Agreement.

(e) Maintenance of Collateral. Permit to incur or suffer any loss, theft, substantial damage or destruction of any of the Collateral which is not immediately replaced with Collateral of equal or greater value, or which is not fully covered by insurance, the proceeds of

which shall have been endorsed over to Secured Party in accordance with Section 5(b) hereof.

(f) Maintenance of Existence. Fail to preserve and maintain its corporate or other organizational existence in the jurisdiction of its incorporation, organization or formation.

(g) UCC-3 Termination Statements. File any UCC-3 termination statement affecting any UCC-1 Financing Statement in favor of the Secured Party.

(h) Ownership Change. Change, or permit a change in, the legal or beneficial ownership of the Debtor.

(i) Chattel Paper. Create any Chattel Paper without placing a legend thereon acceptable to Secured Party indicating that Secured Party has a security interest therein.

7. Rights of Secured Party. Upon the occurrence of any Event of Default, Secured Party shall have the right to declare all of the Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral, and in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom and the right to occupy the Debtor's premises for up to one (1) year rent free for the purposes of liquidating Collateral, including without limitation, conducting an auction thereon, and the right to enforce or foreclose the liens and security interests created under this Agreement or under any other agreement relating to Collateral by any available judicial procedure or without judicial process, including without limitation, by means of electronic self-help. Secured Party has the right and may require the Debtor to make the Collateral (to the extent the same is moveable) available to Secured Party at a place to be designated by Secured Party. Secured Party may, at its option sell the Collateral on credit, and furthermore may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranties of title or the like, which shall not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give the Debtor at least ten (10) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable attorneys' fees) and all other reasonable charges against the Collateral, the residue of the Proceeds of any such sale or disposition shall be applied to the payment of the Obligations in such order to priority as Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto. In the event the Proceeds of any sale, lease or other disposition of the Collateral hereunder, including without limitation, the Proceeds from the collection of Accounts, are insufficient to pay all of the Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the maximum rate allowable by law, and the costs and expenses of collection of such deficiency, including (to the extent permitted by law) without limitation, attorneys' fees, expenses and disbursements.

8. Events of Default. The Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (herein individually called an "Event of Default" and collectively called "Events of Default");

(a) Failure of Debtor to pay or perform any of Debtor's liabilities or obligations to Secured Party (whether under the Financing Agreements or otherwise and whether now existing or hereafter incurred), including without limitation, any installment of principal and/or interest or any other sum due under the Note, when due to be paid or performed; or

(b) Failure of Debtor to observe, perform or comply with any covenant, agreement or duty contained in the Financing Agreements; or

(c) If Debtor or any guarantor of any obligation of the Debtor to Secured Party shall be in default under any security agreement or other agreement governing, securing or relating to the Financing Agreements; or

(d) If any representation or warranty made by the Debtor or any guarantor of any obligation of the Debtor to Secured Party, including without limitation, any representation or warranty contained herein, or any statement, certificate or other data furnished by any of them in connection herewith, proves at any time to be incorrect or untrue in any material respect; or

(e) Institution of or consent to proceedings, or the taking of any action in furtherance of, or the entry of any order or decree of a court of competent jurisdiction with respect to any of the following:

(i) Bankruptcy, insolvency or reorganization, readjustment, arrangement, composition or similar relief as to Debtor or any guarantor of any obligation of the Debtor to Secured Party under federal or state bankruptcy or insolvency statutes or related laws,

(ii) Appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency as to Debtor or any guarantor of any obligation of the Debtor to Secured Party or a substantial part of their respective properties, or

(iii) Assignment of the Debtor or any guarantor of any obligation of the Debtor to Secured Party for the benefit of creditors, the winding up or liquidation of the affairs of the Debtor or such guarantor, or the admission of Debtor or such guarantor in writing of its inability to pay its debts; or

(f) The death, dissolution, liquidation, insolvency (the term "insolvency" shall mean either a negative tangible net worth or an inability to pay its debts as they mature) or termination of legal existence of Debtor or any guarantor of any obligation of the Debtor to Secured Party; or

(g) The service of any process upon the Secured Party seeking to attach or garnish by mesne or trustee process any funds of Debtor or of any guarantor of any obligation of the Debtor to Secured Party which are on deposit with the Secured Party; or

(h) The failure by Debtor or any guarantor of any obligation of the Debtor to Secured Party to pay or perform any indebtedness or obligation owed to any third party, or if any such other indebtedness or obligation shall be accelerated after the expiration of any applicable notice and cure period; or

(i) If there shall be any material adverse change in the assets, liabilities, condition (financial, operating or otherwise) or business of the Debtor or any guarantor of any obligation of the Debtor to Secured Party; or

(j) If, at any time, the Secured Party believes in good faith that the prospect of payment of any obligation or the performance of any agreement of the Debtor or any guarantor of any obligation of the Debtor to Secured Party is impaired, or the indebtedness of the Debtor or any such guarantor as the Secured Party believes in good faith increases its risk of non-collection; or

(k) The Secured Party receiving at any time after the date hereof, a UCC lien search report indicating that the Secured Party's security interest in the Collateral is not prior to all other security interests or other interests reflected in the report, except as permitted by the Secured Party; or

9. Perfection by Filing. The Secured Party may at any time and from time to time, file financing statements, continuation statements and amendments thereto that describe the Collateral as all assets of the Debtor or words of similar effect and which contain any other information required by the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor. The Debtor agrees to furnish any such information to the Secured Party promptly upon request. Any such financing statements, continuation statements or amendments may be signed by the Secured Party on behalf of the Debtor, and may be filed at any time in any jurisdiction necessary. The Debtor hereby irrevocably appoints the Secured Party as Debtor's Attorney-In-Fact, coupled with an interest, for the purposes hereof.

10. Other Perfection, etc. The Debtor shall at any time and from time to time, at Debtor's expense take such steps as the Secured Party may reasonably request for the Secured Party (a) to obtain an acknowledgement, in form and substance satisfactory to the Secured Party, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the Secured Party, (b) to obtain "control" of any Investment Property, Deposit Accounts, Letter-Of-Credit Rights or electronic Chattel Paper (as such terms are defined in the UCC), with any agreements establishing control to be in form and substance satisfactory to the Secured Party, (c) to obtain possession of all or any portion of the Collateral in order to perfect its security interest therein in addition to the filing of a financing statement and (d) otherwise to insure the continued

perfection and priority of the Secured Party's security interest in any of the Collateral and of the preservation of its rights therein.

11. Application of Payments. To the extent that Debtor uses the proceeds of the loan secured hereby to purchase any Collateral, Debtor's repayment shall be applied on a "first-in-first-out" basis so that the portion of said loan used to purchase a particular item of Collateral shall be paid in the chronological order Debtor purchased such Collateral.

12. Termination; Assignment, Etc. This Agreement and the security interest in the Collateral created hereby shall terminate when all of the Obligations have been paid and finally discharged in full. No waiver by Secured Party or by any other holder of the Obligations of any default shall be effective unless in writing signed by Secured Party nor shall any waiver granted on any one occasion operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by Secured Party of all or any of the Obligations held by Secured Party, Secured Party may assign or transfer its respective rights and interests under this Agreement in whole or in part to the purchaser or purchasers of such Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights hereunder, and Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interests so assigned except that Secured Party shall be liable for damages suffered by the Debtor as a result of actions taken by Secured Party in bad faith or with wilful misconduct.

13. Notices. Except as otherwise provided herein, notice to the Debtor or to Secured Party shall be deemed to have been sufficiently given or served for all purposes hereof if mailed by certified or registered mail, return receipt requested, as follows:

(a) if to Debtor:

Bronleewe Five, LLC
Om Stone, Inc.
1299 NE 25th Avenue
Hillsboro, Oregon 97124

(b) if to Secured Party:

First Internet Bank of Indiana
11201 USA Parkway
Fishers, Indiana 46037

14. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon Secured Party and the Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall

constitute one instrument. The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or to be taken into consideration in the interpretation hereof. This Agreement may not be amended except in writing.

15. Governing Law. This Agreement shall be governed by the laws of the **State of Oregon**, except to the extent that Part 3 of the UCC requires the application of the laws of another jurisdiction with regard to the perfection and priority of security interests or agricultural liens.

16. Waivers, Etc. The Debtor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with this Agreement or the enforcement of Secured Party's rights hereunder or in connection with any Obligations or any Collateral; consents to and waives notice of: (a) the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable of the Debtor; (b) substitution, release or surrender of any Collateral; (c) the addition or release of persons primarily or secondarily liable on any of the Obligations or on any account receivable or other Collateral; and (d) the acceptance of partial payments on any Obligations or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. **THE DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE STATE OF OREGON, OR UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA, TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO SECURED PARTY AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. THE DEBTOR'S WAIVERS UNDER THIS SECTION HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, KNOWINGLY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS THEREOF.**

17. Jury Waiver. **THE DEBTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF SECURED PARTY'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS. THE DEBTOR ACKNOWLEDGES THAT DEBTOR MAKES THIS WAIVER VOLUNTARILY, INTELLIGENTLY, KNOWINGLY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS THEREOF.**

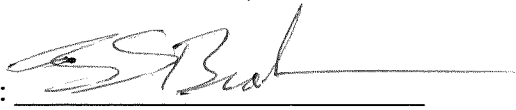
18. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.
- c. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.


IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.

BORROWER:

BRONLEWE FIVE, LLC

By: 
Timothy S. Bronlewe, Manager

OM STONE, INC.

By: 
Timothy S. Bronlewe, President