

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6650791

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	[AMENDED AND RESTATED] CONVERTIBLE PROMISSORY NOTE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ABS MATERIALS, INC.	02/06/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ADAM BRIGGS
<b>Street Address:</b>	544 E LIBERTY STREET
<b>City:</b>	WOOSTER
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44591
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7790830
Patent Number:	8119759
Patent Number:	8217131
Patent Number:	8367793
Patent Number:	8563649
Patent Number:	8703895
Patent Number:	8745182
Patent Number:	8921781
Patent Number:	9144784
Patent Number:	9440869
Application Number:	13814241
Application Number:	15076525
Application Number:	15089384
Application Number:	15148984
Application Number:	15264536
PCT Number:	US2016031534
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	

PATENT

**Phone:** 2165665791  
**Email:** Jennifer.Hardy@thompsonhine.com  
**Correspondent Name:** SCOTT LEPENE  
**Address Line 1:** 3900 KEY CENTER  
**Address Line 4:** CLEVELAND, OHIO 44114

<b>NAME OF SUBMITTER:</b>	SCOTT LEPENE
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<b>SIGNATURE:</b>	/s/ Scott Lepene
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<b>DATE SIGNED:</b>	04/12/2021
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**Total Attachments: 9**

source=ABS (Investment) - Convertible Promissory Note - Berner#page1.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page2.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page3.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page4.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page5.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page6.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page7.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page8.tif  
source=ABS (Investment) - Convertible Promissory Note - Berner#page9.tif

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES EVIDENCED BY THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO. THE SALE IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

**[AMENDED AND RESTATED] CONVERTIBLE PROMISSORY NOTE**

**1. Principal and Interest.** For value received, the undersigned, ABS Materials, Inc., a Delaware corporation (the “**Company**”), hereby promises to pay to the order of the party identified on the signature page hereto as the “**Lender**” the principal sum identified on such signature page as the “**Investment Amount**” plus simple interest thereon at a rate of eight percent (8%) per year (which year shall be based on a 365-day year).

**2. Conversion; Repayment.**

**(a) Qualified Financing.** Upon the initial closing of the sale of equity securities by the Company in an offering of at least \$3,000,000, exclusive of the amount represented by the Convertible Notes (a “**Qualified Financing**”), the Investment Amount, along with accrued but unpaid interest thereon (together, the “**Total Debt**”) shall be repaid, and the other obligations evidenced by this Convertible Promissory Note (this “**Note**”) shall be satisfied, as of the same date on which the Qualified Financing occurs, by the Company’s issuance to the Lender of a number of securities of the same class as those issued in the Qualified Financing (the “**Qualified Financing Stock**”). The number of shares of Qualified Financing Stock so issued shall be calculated by dividing the product of 2.00 and the Total Debt by the lesser of the Conversion Cap Price and the QF Share Price. For the purposes hereof, (i) “**Conversion Cap Price**” means \$0.20 and (ii) “**QF Share Price**” means the price per share agreed to by the Company and those parties investing in the Company at the Qualified Financing.

**(b) Non-Qualified Financing.** Upon the initial closing of the sale of equity securities by the Company after the date hereof that is not a Qualified Financing (a “**Non-Qualified Financing**”), the Total Debt, with the consent of the Convertible Noteholder Majority, shall be repaid, and the other obligations evidenced by this Note shall be satisfied, as of the same date on which the Non-Qualified Financing occurs, by the Company’s issuance to the Lender of a number of securities of the same class as those issued in the Non-Qualified Financing (the “**Non-Qualified Financing Stock**”). The number of shares of Non-Qualified Financing Stock so issued shall be calculated by dividing the product of 2.00 and the Total Debt by the lesser of the Conversion Cap Price and the Non-QF Share Price. For the purposes hereof, “**Non-QF Share Price**” means the price per share agreed to by the Company and those parties investing in the Company at the Non-Qualified Financing.

**(c) Liquidation Event.** Upon the closing of a Liquidation Event that occurs prior to the satisfaction in full by the Company of the Total Debt (including, without limitation, through the conversion of the Total Debt into capital stock of the Company), the Total Debt shall be repaid, and the other obligations evidenced by this Note shall be satisfied, by the Company’s payment to the Lender of an amount equal to one and one-half (1½) times the Total Debt on the date of such closing. For the purposes hereof, “**Liquidation Event**” means any sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company, any liquidation, dissolution or winding

up of the Company and any merger or consolidation of the Company (other than one in which the Company's stockholders own a majority, by voting power, of the equity in the surviving or acquiring entity) unless the Convertible Noteholder Majority provides otherwise.

**(d) Mechanics of Conversion.** Upon, or as soon as practicable after a conversion of this Note pursuant to this Section 2, the Lender shall surrender this Note at the principal office of the Company and shall execute all appropriate documentation necessary to effect such conversion. The Company shall cause to be issued in the name of the Lender a certificate for the number of shares to be issued to the Lender as a result of such conversion, together with other payments, if any, to which the Lender may be entitled on such conversion under the terms of this Note, provided, however, that the Company may not be required to deliver any such certificate for shares if the Lender has not surrendered this Note. No fractional shares may be issued upon conversion of this Note. If, upon any conversion of this Note, a fraction of a share is to be issued, the Company shall pay to the Lender the cash value of such fractional share.

### **3. Payment.**

**(a) Generally.** All cash payments to be made hereunder shall be made in lawful money of the United States of America directly to the Lender at the address set forth on the signature page hereto or to another place, or to an account, designated in writing by the Lender prior to the date on which any such payment is to be made. Whenever any date referenced herein would occur on a day other than a Business Day, such reference shall be deemed to refer to the next succeeding Business Day. As used herein, "**Business Day**" means a day other than Saturday or Sunday on which commercial banks are generally open for business in Cleveland, Ohio.

**(b) Prepayments.** The Company may not prepay, in whole or in part, the Total Debt.

**(c) Default; Maturity.** From and after (i) the occurrence of a Default Event or (ii) the 18-month anniversary of the date on which the first of the Convertible Notes is issued by the Company, this Note will carry an annual, simple interest rate (based on a 365-day year) of thirteen percent (13%), payable upon a Liquidation Event or the conversion of this Note. For the purposes hereof, "**Default Event**" means the Company's (1) failure to pay, or other default in payment, when due of any principal or interest evidenced by any of the Convertible Notes, (2) failure to satisfy any obligation evidenced by any of the Convertible Notes, (3) breach of any representation, warranty or covenant made in any of the documentation memorializing the transactions contemplated in the Convertible Notes (provided that the Company shall have 10 days to cure such breach from the date on which it is aware, or is provided notice, of such breach), (4) liquidation, termination of existence, dissolution or the appointment of a receiver or custodian for the Company or any part of its property (provided that any such proceeding or appointment is not terminated or dismissed within 30 days of being instituted or made), (5) institution against the Company of any proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally (provided that any such proceeding is not dismissed within 30 days of being instituted or made), (6) institution by the Company of any proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally and/or (7) making by the Company of an assignment, a trust or a mortgage for the benefit of creditors.

#### 4. Other Convertible Notes.

(a) The Company has borrowed, and/or may borrow, up to a total of \$2,700,000 from the Lender and certain other parties, provided that such amounts borrowed were, and/or are, evidenced by convertible promissory notes in substantially the form as this Note (such notes, together with this Note and the Old Notes, the “**Convertible Notes**”). For purposes hereof, “Old Notes” means the approximately \$[1,700,000] of convertible promissory notes made by the Company from 2015 through 2017 that are being amended and restated in connection with this Note.

(b) All payments made in respect of the Convertible Notes shall be made pro rata among the Lender and the other holders of the Convertible Notes (such other parties, the “**Other Lenders**”) based upon the aggregate unpaid principal amounts evidenced collectively by the Convertible Notes.

(c) Any combination of the Lender and the Other Lenders that, collectively, hold Convertible Notes that evidence a majority of the principal outstanding under all of the Convertible Notes (collectively, the “**Convertible Noteholder Majority**”) shall be, and hereby are, appointed by the Lender to take any and all actions on the Lender’s behalf, and exercise all rights of the Lender according to this Note, without the requirement of receiving consent from the Lender or the Other Lenders, provided, however, that the Convertible Noteholder Majority may not, without the Lender’s prior written consent, (1) exercise any such rights as to the Lender that would increase or decrease the outstanding principal balance evidenced by, and/or the interest rate set forth in, any of the Convertible Notes, (2) exercise any such rights as to the Lender unless the exercise thereof applies to all of the Other Lenders in the same relative fashion or (3) amend the provisions hereof to limit or eliminate any notice requirements to the Lender.

5. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Lender that:

(a) **Authorization.** All of the actions required to be taken in order to authorize the Company to enter into the Convertible Notes have been taken. All action on the part of the officers of the Company necessary for the execution and delivery of this Note, the performance of all obligations of the Company according to this Note to be performed and the issuance and delivery of this Note has been taken. This Note constitutes the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except (1) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, and (2) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) **Conflict.** The Company’s issuance of the Convertible Notes will not result in a conflict with or constitute, with or without the passage of time and/or giving of notice, a violation or default, (1) of any of the documents providing for the governance of the Company and/or (2) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound.

6. **Representations and Warranties of the Lender.** The Lender hereby represents and warrants to the Company that:

(a) **Authorization.** The Lender has the full power, authority and/or capacity to enter into this Note and its agreement to be bound by the provisions hereof constitutes its valid and legally binding obligation, enforceable in accordance with its terms.

(b) **Purchase Entirely for Own Account.** This Note has, and any securities issued upon a conversion of this Note (the “**Underlying Securities**”) have, been purchased by the Lender for its own account, not as a nominee or agent and not with a view to the resale or distribution of any part thereof. The Lender has no present intention of selling, granting any participation in, or otherwise distributing the same. The Lender does not have any contract, undertaking, agreement or arrangement with any party to sell, transfer or grant participation to any party with respect to the Underlying Securities.

(c) **Disclosure of Information.** The Lender received all of the information it requested in connection with its purchase of the Underlying Securities. The Lender has had an opportunity to ask questions of, and receive answers from, the Company and to consult its own legal, tax and other advisors, regarding the information provided and the terms and conditions of the offering of the Underlying Securities.

(d) **Investment Experience.** The Lender is able to fend for itself, can bear the economic risk of its investment and has the knowledge and experience in financial or business matters to, and is capable of, evaluating the merits and risks of the investment in the Underlying Securities.

(e) **Restricted Securities.** The Lender understands that the Underlying Securities are characterized as “restricted securities” under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act of 1933, as amended (the “**Act**”), only in certain limited circumstances.

(f) **Accredited Investor.** The Lender is an “accredited investor” as that term is defined in the Act.

(g) **Foreign Investors.** If the Lender is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), (1) the Lender has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to purchase the Underlying Securities, including (A) the legal requirements within its jurisdiction for the purchase of the Underlying Securities, (B) any foreign exchange restrictions applicable to such purchase, (C) any governmental or other consents that may need to be obtained and (D) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Underlying Securities and (2) the Lender’s payment for, and its continued beneficial ownership of, the Underlying Securities, does not violate any applicable laws of the Lender’s jurisdiction.

(h) **No Public Market.** The Lender understands that no public market now exists for this Note and that the Company has made no assurances that a public market will ever exist for this Note or the Convertible Notes.

(i) **No General Solicitation.** Neither the Lender, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (1) engaged in any general solicitation of the Convertible Notes or (2) published any advertisement in connection with the offer and sale of the Convertible Notes.

(j) **"Bad Actor" Disqualification.** The Lender represents that no "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Act (a "**Disqualification Event**") is applicable to such Lender or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Note, "Rule 506(d) Related Party" shall mean a person or entity that is a beneficial owner of such Lender's securities for purposes of Rule 506(d) of the Act.

## **7. Covenants.**

(a) **MFN.** So long as this Note is outstanding, if the Company enters into any agreement to sell or issue, or actually sells or issues, New Securities, and if the terms and/or other attributes of the New Securities are more favorable than those of this Note, the Company (1) shall notify the Lender of the terms of such agreement and/or attributes of the New Securities and (2) unless otherwise instructed by the Lender, issue New Securities to the Lender in exchange for this Note. For the purposes hereof, "**New Security**" means (1) promissory notes convertible into equity securities in the Company (other than the Convertible Notes) or (2) any other equity securities in the Company other than, in each instance, equity securities sold, issued and/or awarded to individuals or other service providers employed by, serving or otherwise providing services to the Company.

(b) **Confidentiality.** The Lender covenants to keep confidential, and not to disclose, divulge or use for any purpose (other than to monitor its investment in the Company), any confidential information obtained from the Company, unless such confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 7(b) by the Lender), (ii) is or has been independently developed or conceived by the Lender without use of the Company's confidential information or (iii) is or has been made known or disclosed to the Lender by a third party without a breach of any obligation of confidentiality such third party may have to the Company. Notwithstanding that set forth in this Section 7(b), the Lender may disclose any confidential information obtained from the Company to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company and/or as may otherwise be required by law, provided that the Lender promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

(c) **Security Interest.** Adam Briggs (the "**Collateral Agent**"), for his own behalf and for the benefit of the Other Lenders, is hereby granted a security interest in all of the Company's right, title and interest in, to and under the collateral listed on Exhibit A attached hereto (collectively, the "**Collateral**"), wherever located, whether tangible or intangible, now owned or hereafter acquired, as security for the repayment of, and full, final, satisfaction of the obligations evidenced by, the Convertible Notes in accordance with the provisions hereof and thereof (the "**Security Interest**"). In connection with the Security Interest, the Collateral Agent is hereby authorized to file Uniform Commercial Code Financing Statements and any other filing it deems necessary to perfect the Security Interest for the benefit of itself and the Other Lenders; provided, however, that if the Collateral Agent has not terminated any such filings within thirty (30) days of the repayment in full of the Convertible Notes and the Company has otherwise fulfilled all of its obligations evidenced by all of the Convertible Notes, the Company shall have authority to file any Uniform Commercial Code Termination Statements or other termination statements necessary to terminate any filings that were made by the Collateral Agent in order to perfect the Security Interest. At any time while the Convertible Notes are still outstanding, the Convertible Noteholder Majority may remove and replace the Collateral Agent.

**8. Miscellaneous.**

**(a) Assignment.** Neither this Note, nor any of the rights described herein, may be assigned by the Lender without the prior written consent of the Company. Subject to the restrictions set forth in the foregoing sentence, the rights and obligations of the Company and the Lender shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of such parties.

**(b) Waiver and Amendment.** The provisions of this Note may not be amended, waived or modified without the written consent of the Company and the Convertible Noteholder Majority.

**(c) Interpretation.** Whenever possible, each provision of this Note shall be interpreted in a manner so as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Note shall be prohibited by, or deemed invalid under, any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only with respect to such provision and only to the extent of such prohibition or invalidity without affecting the remaining provision of this Note, or the validity or effectiveness of such provision in any other jurisdiction.

**(d) Choice of Law.** This Note shall be governed by the laws of the State of Delaware, without regard to choice of law principals.

**(e) Notices.** Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed electronic mail, or three business days after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if the notice is addressed to the Company at 1909 Old Mansfield Road Wooster, OH 44691 or to the Lender at the address set forth on the signature page hereto.

**(f) Expenses.** Each of the Company and the Lender shall pay all costs and expenses that each such party incurs with respect to the negotiation, execution, delivery and performance of this Note.

**(g) Counterparts.** This Note may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**(h) Entire Agreement.** This Note sets forth the entire agreement between the Company and the Lender with respect to the subject matter hereof and supersedes any prior arrangement or agreement, written or oral, with respect to the same.

**9. Lender's Investment Terms.** The Lender's rights and obligations with respect to the Investment Amount, and any accrued interest thereon, are set forth in this Note and irrespective of whether or not the Lender countersigns this Note in the space provided on the signature page hereto and/or delivers to the Company a copy of this Note so countersigned.

**(signature page follows)**



IN WITNESS WHEREOF, the Company has caused this Note to be executed and delivered by its authorized representative as of date set forth below as the "Investment Date".

Investment Amount

\$50,000.00

ABS MATERIALS, INC.: \$ 25,000.00  
\$ 5,000.00  
\$ 100,000.00

J. Kevin Berner  
Name: J. Kevin Berner  
Title: Chairman of the Board

LENDER:

Investment Date

10/10/2019 - 1st tranche  
11/7/2019 - 2nd tranche  
11/25/2019 - 3rd tranche  
2/6/2020 - 4th tranche

For Individuals

For Entities and Trusts

J. Kevin Berner  
(sign above this line)  
J. KEVIN BERNER  
(write your name above this line)

(write the entity's or trust's name above this line)

(sign above this line)

(write your name above this line)

(write your title above this line)

33350 S. WOODLAND RD  
(write your street address above this line)

(write the entity's or trust's street address above this line)

PEPPER PIKE, OH 44124  
(write your city, state and ZIP code above this line)

(write the entity's or trust's city, state and ZIP code above this line)

j.kevinberner@outlook.com  
(write your email address above this line)

(write the entity's or trust's email address above this line)

**Exhibit A**

<b>Item</b>	<b>Description</b>
US 7,790,830	Swellable Sol-Gels, Methods of Making, and Use Thereof
US 8,119,759	Swellable Sol-Gels, Methods of Making, and Use Thereof
US 8,217,131	Method for Extracting a Metal particulate from an Aqueous Solution Using a Sol-Gel Derived Sorbent
US 8,367,793	Swellable Materials and Methods of Use
CN 201080049898.1	Swellable Materials and Methods of Use
MX/a/2012/003195	Swellable Materials and Methods of Use
EP 10757891.6	Swellable Materials and Methods of Use (in prosecution)
IN 3326/CHENP/2012	Swellable Materials and Methods of Use (in prosecution)
KR 2012-7009627	Swellable Materials and Methods of Use (in prosecution)
US 8,563,649	Methods of Treating a Materials Using a Sol-Gel Derived Composition
US 8,703,895	In-Situ Method and System for Controlling the Flow of an Organic Liquid
US 8,745,182	Sol-Gel Derived Sorbent Material Containing a Sorbate Interactive Material and Method for Using the Same
US 8,921,781	Method for Removing Ionic Species from Aqueous Solutions Using Sol-Gel Derived Sorbent Material (Bioswale)
US 8,962,781	Method for Removing Ionic Species Contained in an Aqueous Phase Using a Sol-Gel Composite Material (Bioswale)
US 9,144,784	Sorbent Material and Method for Using Same
US 9,440,869	Sol-Gel Derived Compositions (Mixed Precursor, Structure)
CN 201280045599.X	Sol-Gel Derived Compositions (Mixed Precursor, Structure)
IN 1405/DELNP/2014	Sol-Gel Derived Compositions (Mixed Precursor, Structure)
CA 284390	Sol-Gel Derived Compositions (Mixed Precursor, Structure)
JP 2014-524081	Sol-Gel Derived Compositions (Mixed Precursor, Structure)
KR 2014-7005350	Sol-Gel Derived Compositions (Mixed Precursor, Structure)
EP 12820297.5	Sol-Gel Derived Compositions (Mixed Precursor, Structure)
<b>Patent Applications</b>	
US 13/814,241	Method and System for Applying Force Against a Solid Object Using a Swellable Sol-Gel Derived Material
US 15/076525	Method for Removing Microcystins from an Aqueous Solution Using Particles Having a Reactive Thiol Functional Group
US 15/089384	Sol-Gel Encapsulated Water-Soluble Organic Liquids and Organic Liquids and Method

	of Using Same
US 15/148984	Method of Using Personal and Home Care Compositions Containing a Sol-Gel Derived Material
US 15/264536	Sol-Gel Derived Compositions (Mixed Precursors, Swellable)
<b>PCT Applications</b>	
PCT/US2016/031534	Active Materials Encapsulated in a Sol-Gel Derived Composition
PCT/WO2018/017795 A1	Treatment and Regeneration system and Method for Extracting Organic Solutes from Water
<b>Trademarks</b>	
Osorb®	Patented Sorbent Material
Regenex™	Machine using Sorbent Media Material to Both Continuously Clean Water and Regenerate Media