

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6815604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH E ADAMS	10/31/2019
RECEIVING PARTY DATA	
Name:	FIRST BANK OF THE LAKE
Street Address:	4558 OSAGE PARKWAY
Internal Address:	SUITE 100
City:	OSAGE BEACH
State/Country:	MISSOURI
Postal Code:	65065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8833024
CORRESPONDENCE DATA	
Fax Number:	(314)854-8660
<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:	3148548612
Email:	jml@carmodymacdonald.com
Correspondent Name:	JULIA LANG
Address Line 1:	120 S CENTRAL AVE
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	12732.46
NAME OF SUBMITTER:	LANG, JULIA M
SIGNATURE:	/Julia Lang/
DATE SIGNED:	07/15/2021
Total Attachments: 13	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of October 31, 2019, by JOSEPH E. ADAMS, an individual (the "Grantor"), in favor of FIRST BANK OF THE LAKE, a Missouri state-chartered bank (herein, together its successors and assigns in such capacity, the "Lender").

RECITALS

WHEREAS, the Lender has made or agreed to make a loan (the "Loan") to HISTORIC TIMBER AND PLANK, INC., an Illinois corporation, and ADKOM, LLC, an Illinois limited liability company (collectively, the "Borrowers"), as further set forth in that certain Loan Agreement dated of even date herewith and between the Borrowers and Lender, as the same may be amended, extended, modified, restated, renewed, replaced, consolidated, refinanced, and/or supplemented from time to time (the "Loan Agreement"), and as evidenced by that certain promissory note dated of even date herewith, executed by the Borrowers and payable to the order of the Lender in the face principal amount of \$4,300,000.00, as the same may be amended, extended, modified, restated, renewed, replaced, consolidated, refinanced, and/or supplemented from time to time (the "Note").

WHEREAS, the Grantor has a financial interest, directly or indirectly, in the Borrowers, and the Grantor has entered into and delivered that certain Unconditional Guarantee dated of even date herewith to and for the benefit of the Lender (the "Guaranty"), which guaranties the obligations of the Borrowers to the Lender as further set forth therein.

WHEREAS, pursuant to the Loan Agreement, and to otherwise induce the Lender to make the Loan, the Grantor is required to execute and deliver to the Lender this Agreement and grant to the Lender a security interest in all right, title and interest of the Grantor in, to and under the patents and/or patent applications described herein, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Lender as follows:

1. Recitals: Definitions. All terms used herein without definition which are defined by the Uniform Commercial Code in effect in the State of Missouri (the "Uniform Commercial Code") shall have the meanings assigned to them by the Uniform Commercial Code, as in effect on the date hereof, unless and to the extent specifically varied by this Agreement. Capitalized terms used herein and not defined herein or in the Uniform Commercial Code shall have the meanings given them in the Loan Agreement. All accounting terms used herein without definition shall have the meanings assigned to them as determined by GAAP. The use of any gender or the neuter herein shall also refer to the other gender or the neuter and the use of the plural shall also refer to the singular, and vice versa.

2. Grant of Security Interest. For value received, the Grantor hereby grants the Lender a security interest in and lien on all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created, acquired and/or arising (collectively, the "Collateral"):

(a) all patents, pending patents, patent rights and patent applications and the inventions and improvements which Grantor owns or otherwise has any interest in that are listed on Schedule A attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents, pending patents, patent rights and patent applications and the inventions and improvements together with the items described in clauses (i) through (iv) of this subsection (a), whether the same consists of one patent or more, are hereinafter collectively referred to herein as the "Patents"); and

(b) any goodwill connected with the Patents; and

(c) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a) and (b) and any royalties, rents and/or profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

The Collateral secures the due and prompt payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrowers, or either of them, to the Lender, under the Note, the Loan Agreement or the other Loan Documents (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrowers, or either of them, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Lender incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses incurred by Lender, and all of the Grantor's obligations under the Guaranty and hereunder (hereinafter all of the foregoing collectively referred to as the "Secured Obligations").

3. Representations, Warranties and Covenants of the Grantor. The Grantor hereby represents and warrants to the Lender, and covenants and agrees with the Lender, that:

(a) all of the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents are at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Grantor's knowledge, each Patent is and shall remain valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents does or may violate the rights of any third Person, (ii) no claim for patent infringement has been commenced or threatened in connection with any of the Patents, and (iii) if any such claim is at any time commenced, Grantor shall notify Lender in writing thereof and diligently and in good faith

contest such claim by all appropriate proceedings, and Lender may at its election participate in the defense of such claim at Grantor's cost and expense;

(d) until the natural expiration of the Patent, the Grantor is and at all times shall remain the sole owner of the right, title and interest in and to the Patents (unless a smaller ownership percentage is otherwise indicated on Schedule A), free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Grantor not to sue third persons (other than liens in favor of the Lender), and Grantor shall warrant and defend its title to all Collateral from the claims of any adverse party;

(e) the Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms, and the terms hereof do not and shall not violate any agreement to which the Grantor is a party;

(f) the Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with his, her or its use of the registered Patents;

(g) the Grantor has the right and license to use the Patents and agrees not to transfer any rights or interest in any of the Patents during the term of this Agreement; and

(h) the Grantor has no notice of any suits or actions commenced or threatened with regard to any of the Patents.

4. Further Assurances. The Grantor hereby agrees that, until all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash and the Lender has no further obligation to extend credit to the Borrowers, or either of them, the Grantor will not, without the prior written consent of the Lender, enter into any agreement (for example, and without limitation, a license or sublicense agreement) which is inconsistent with the Grantor's obligations under this Agreement and the Grantor agrees that he, she or it will not take any action or permit any action to be taken by others subject to his, her or its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement. The Grantor further agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver to the Lender any and all further instruments and documents and take any and all further action that the Lender may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents or to enable the Lender to exercise its rights and remedies under this Agreement with respect to the same.

5. Use of Patents. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Grantor may use the Patents in any lawful manner not inconsistent with this Agreement on and in connection with products sold by one or more of the Borrowers and/or for the any Borrower's business, so long as the same is done for any Borrower's own benefit and account and for none other.

6. Default. The Grantor shall, at the Lender's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) any Event of Default under the Loan Agreement, the Note, the Guaranty, or any other Loan Document; (b) the failure by the Grantor to perform any of his, her or its obligations under this Agreement, with continues for a period of ten (10) days after notice thereof from Lender; (c) the falsity, inaccuracy or material breach by the Grantor of any written warranty, representation or statement made herein or otherwise

furnished to the Lender by or on behalf of the Grantor; (d) the entry of any judgment against the Grantor or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (e) the failure of the Lender to have a perfected first priority security interest in the Collateral; or (g) any indication or evidence received by the Lender that the Grantor may have directly or indirectly been engaged in any type of activity which, in the Lender's discretion, might result in the forfeiture of any Collateral or other material property of the Grantor to any governmental entity, whether federal, state or local.

7. **Remedies.** If any Event of Default shall have occurred, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of any applicable jurisdiction and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantor, all of which are hereby expressly waived by the Grantor, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents (together with the goodwill of the Grantor associated therewith) and any other Collateral, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of such Collateral all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as the Lender may elect. Notice of any sale or other disposition of any Collateral shall be given to the Grantor at least ten (10) business days before the time of any intended public or private sale or other disposition of such Patents is to be made, which the Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Grantor, which right is hereby waived and released by the Grantor to the maximum extent permitted by applicable law, and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. The Grantor agrees that upon the occurrence and continuance of any Event of Default, the use by the Lender of the Patents shall be worldwide, and without any liability for royalties or other related charges from the Lender to the Grantor. If an Event of Default shall occur and be continuing, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, and, if the Lender shall commence any such suit, the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Agreement. All of the Lender's rights and remedies with respect to the Collateral, whether established hereby or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

8. **Termination of Agreement.** At such time all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash and the Lender has no further obligation to extend credit to the Borrowers, or either of them, the Lender shall, upon the written request of Grantor, and at his, her or its sole cost and sole expense, executed any documentation reasonably requested to evidence the termination this Agreement and execute and deliver to the Grantor all instruments as may be reasonably necessary or proper to extinguish the Lender's security interest in the Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement.

9. **Expenses.** Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the attorneys' fees and expenses incurred by the Lender in connection with the

preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by the Grantor on demand by the Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the Default Rate (as defined in the Note).

10. **Preservation of Patents.** Without limitation of any other provision herein, the Grantor shall have the duty to (a) file and prosecute diligently any patent applications pending as of the date hereof or hereafter, (b) make application on unpatented but patentable inventions and (c) preserve and maintain all rights in the Patents, in each case as is commercially reasonable and permitted by applicable law. Any expenses incurred in connection with the Grantor's obligations under this Section 10 shall be borne solely by the Grantor.

11. **The Lender Appointed Attorney-In-Fact.** The Grantor hereby appoints the Lender the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time, in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, or to grant or issue any exclusive or non-exclusive license under the Patents to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title to or dispose of the Patents to anyone else. Such appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

12. **No Waiver.** No course of dealing between the Grantor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be given in accordance with the Guaranty.

14. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. **Amendments.** This Agreement is subject to amendment, restatement or modification only by a writing signed by the Grantor and the Lender, and no provision hereof shall be waived unless waived by Lender in writing.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Grantor may not assign, transfer or delegate any of his rights, obligations or duties under this Agreement and any such assignment, transfer or delegation without the prior written consent of the Lender shall be null and void.

17. Signature Page. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed signature page. Grantor, if executing this Agreement by facsimile or other electronic transmission, shall promptly deliver a manually executed signature page, provided that any failure to do so shall not affect the validity of the signature page executed by facsimile or electronic transmission.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Missouri, without reference to conflicts of law principles.

19. Security Interest Absolute. Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Lender and liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Loan Agreement, this Agreement or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Lender; or

(g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loan or any existence of or reliance on any representation by the Lender that might vary the risk of the Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other grantor, guarantor or surety.

20. Forum Selection and Consent to Jurisdiction. Any legal action or proceeding with respect to this Agreement may be brought in the Courts of the County of St. Louis, State of Missouri, and by execution and delivery of this Agreement, Grantor consents, for herself and in respect of his property, to the jurisdiction of those Courts. Grantor irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens which she may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto. Nothing in this Section 20 shall affect the right of Lender to serve legal process

in any other manner permitted by law or limit the right of Lender to bring any action or proceeding against Grantor or his property in the Courts of any other jurisdiction.

21. Waiver of Jury Trial. GRANTOR WAIVES HIS RESPECTIVE RIGHTS TO A TRIAL BY JURY OR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. GRANTOR AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE GRANTOR FURTHER AGREES THAT HIS RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

22. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

23. SBA Notice. The following notice is provided to Debtor in accordance with applicable United States Small Business Administration ("SBA") requirements. As used in the following italicized notice, "the Loan" and "this Loan" each mean the Loan; "this document" and "this instrument" and "this lien" each mean this Agreement; "Borrower" means Grantor; and "Guarantor" means each and every Guarantor of the Loan.

"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.*

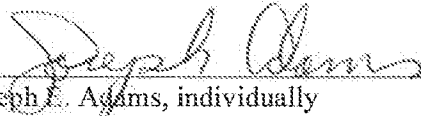
- c) *Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."*

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[Signature Page to Follow.]

COUNTERPART SIGNATURE PAGE
to
PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, the Grantor has executed and delivered this Agreement as of the date first written above, with the intent to be legally bound hereby.

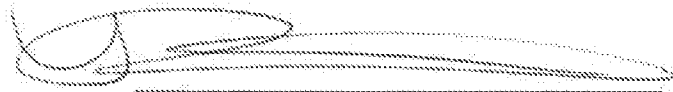
“GRANTOR”


Joseph E. Adams, individually

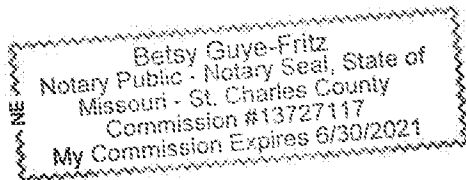
STATE OF Missouri)
)
COUNTY OF St. Louis) ss:

On this, the 31st day of October, 2019, before me, a Notary Public, the undersigned officer, personally appeared Joseph E. Adams, an individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires:



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Signature Page
Rider to Security Agreement - Patents

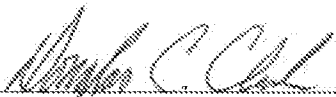
PATENT
REEL: 056869 FRAME: 0659

COUNTERPART SIGNATURE PAGE
to
PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, Secured Party has executed and delivered this Rider to Security Agreement as of the day and year first above written.

“LENDER”

FIRST BANK OF THE LAKE,
a Missouri state-chartered bank

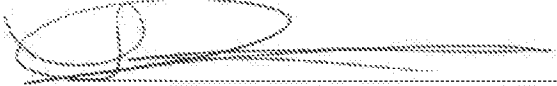
By: 
Name: Douglas C. Clark
Title: Senior Vice President

STATE OF Missouri)

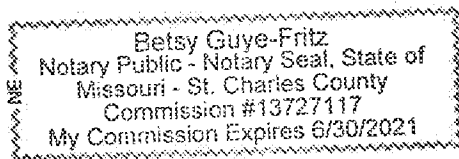
PARISH OF St. Louis) ss:

On this, the 31st day of October, 2019, before me, a Notary Public, the undersigned officer, personally appeared Douglas C. Clark, Senior Vice President of FIRST BANK OF THE LAKE, a Missouri state-chartered bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument on behalf of said bank, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires:



SCHEDULE A

United States Patent Applications

<u>Owner</u>	<u>Patent Title</u>	<u>Patent No.</u>	<u>Issue/Publication Date</u>
Joseph E. Adams	Seamless Three Dimensional Wall Panel System	US 8,833,024B1	September 16, 2014

{12732/00046/2652647.DOCX.3}

PATENT ASSIGNMENT

WHEREAS, JOSEPH E. ADAMS, an individual ("*Debtor*"), is the owner of the entire right, title and interest in and to the United States patents, patent applications listed on Schedule "A" attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the "*Patent Collateral*"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, FIRST BANK OF THE LAKE, a Missouri state-chartered bank, identified as the "*Lender*" (the "*Grantee*") under that certain Patent Security Agreement of even date herewith (the "*Security Agreement*") by and between Debtor and Grantee, is desirous of acquiring said Patent Collateral;

WHEREAS, the Grantee has a security interest in the assets of the Debtor adequate to carry on the business of the Debtor; and

WHEREAS, the Security Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, for itself and its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by its duly authorized officer on this 31 day of October, 2019.

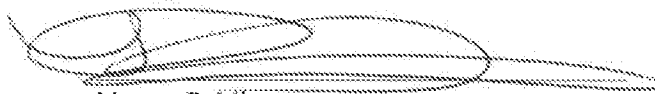

.....
Joseph E. Adams, individually

(Notary blocks to follow on next page.)

STATE OF Missouri)
)
COUNTY OF St. Louis) ss:

On this, the 31 day of October, 2019, before me, a Notary Public, the undersigned officer, personally appeared Joseph E. Adams, an individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires:

Betsy Guye-Fritz
Notary Public - Notary Seal, State of
Missouri - St. Charles County
Commission #13727117
My Commission Expires 6/30/2021