

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7270892

<b>SUBMISSION TYPE:</b>	RESUBMISSION	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>RESUBMIT DOCUMENT ID:</b>	507166881	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
JEFF A STEVENS		02/17/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FRANKLIN MOUNTAIN INVESTMENTS LIMITED PARTNERSHIP	
<b>Street Address:</b>	123 W MILLS AVE STE 600	
<b>City:</b>	EL PASO	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	79901	
<b>PROPERTY NUMBERS Total: 37</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7457667	
Patent Number:	7672719	
Patent Number:	7662176	
Patent Number:	7904147	
Patent Number:	7813806	
Patent Number:	8224439	
Application Number:	14847684	
Patent Number:	9511215	
Patent Number:	10406347	
Patent Number:	10532202	
Application Number:	15315951	
Patent Number:	10307587	
Patent Number:	10835743	
Patent Number:	9731109	
Application Number:	15578655	
Patent Number:	11090482	
Patent Number:	11052244	
Application Number:	15754556	
Application Number:	15777151	

Property Type	Number
Application Number:	16075054
Patent Number:	10980995
Patent Number:	11160973
Application Number:	16094451
Application Number:	16324055
Patent Number:	D868267
Patent Number:	D838373
Patent Number:	D825766
Patent Number:	D816233
Patent Number:	D846129
Patent Number:	D867603
Patent Number:	D862711
Patent Number:	D872866
Patent Number:	D882097
Patent Number:	D887565
Patent Number:	D908226
Application Number:	62721305
Patent Number:	D888256

#### CORRESPONDENCE DATA

**Fax Number:** (915)545-4433

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 9155451133

**Email:** Jsnider@eplawyers.com

**Correspondent Name:** JOSHUA SNIDER

**Address Line 1:** 4695 N MESA ST STE 100

**Address Line 4:** EL PASO, TEXAS 79912-6149

<b>NAME OF SUBMITTER:</b>	JOSHUA W. SNIDER
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<b>SIGNATURE:</b>	/Joshua W. Snider/
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<b>DATE SIGNED:</b>	04/08/2022
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#### Total Attachments: 31

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**EXHIBIT B TO  
NOTE PURCHASE AGREEMENT  
ASSIGNMENT OF NOTE AND LIENS**

This Assignment of Note and Liens is executed by Jeff A. Stevens (the "Transferor") and Franklin Mountain Investments Limited Partnership, a Texas limited partnership (the "Transferee").

**RECITALS**

A. Transferor, is the current owner and holder of that certain Promissory Note (the "Note") made by Transferor in the principal amount of **FOUR MILLION AND NO ONE HUNDREDTHS DOLLARS (\$4,000,000.00)** pursuant to the terms and conditions of that certain Promissory Note with Revolving Line of Credit and Draw Request dated as of **April 1, 2020** (as amended, the "Note"), between Transferor and Vomaris Innovations, Inc., a Delaware corporation (the "Borrower").

B. The Note is secured by that certain Equity Pledge and Security Agreement of even date therewith the Note (the "Security Agreement").

C. The Note's maturity date was extended under the First Modification of Loan Documents executed on March 23, 2021 (the "First Extension").

D. The Note's maturity date and additional principal was extended, up to **FIVE MILLION TWO HUNDRED THOUSAND AND NO ONE HUNDREDTHS DOLLARS (\$5,200,000)** under the Second Modification of Loan Documents executed on June 28, 2021 (the "Second Extension").

E. The Note's maturity date and additional principal was extended, up to **EIGHT MILLION FIVE HUNDRED THOUSAND AND NO ONE HUNDREDTHS DOLLARS (\$8,500,000)** under the Third Modification of Loan Documents executed on December 30, 2021 (the "Third Extension") (collectively the Note, the First Extension, the Second Extension and the Third Extension will be referred to herein as the "Note").

F. Collectively, the Note (including all amendments thereto), liens, Deed of Trust, and All other instruments, agreements, or documents of any kind evidencing or securing the Loan, including, but not limited to, that certain Continuing Unconditional Guaranty entered into on April 1, 2020, the assignment of that certain Equity Pledge and Security Agreement entered into on April 1, 2020, that certain Pledge and Security Agreement entered into on April 1, 2020, that certain Loan Subordination Agreement entered into on April, 1, 2020, a UCC financing statement, and any and all documents and filings necessary to secure any and all intellectual property registered with the US Patent and Trademark office held by the Maker (as hereinafter defined) which are currently held by Seller or its agents ("Additional Loan Documents").

G. are referred to herein as (the "Note and Liens"). A copy of said Note and Liens is attached here to as "Exhibit A."

H. Transferor desires to transfer and assign all of its right, title and interest in and to the Note and Liens to Transferee on the terms and condition set forth herein.

**AGREEMENT**

In consideration of the mutual covenants and agreements herein provided, the parties hereto agree as follows:

1. **Transfer**. Transferor transfers, assigns, sets over and endorses, without recourse, unto Transferee, Transferee's successors and assigns, all of Transferor's right, title and interest in and to the Note and Liens, to have and to hold, all and singular, the Note and Liens unto Transferee, Transferee's successors and assigns, to their use forever, and Transferor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Note against any and all lawful claims and demands of any person whomsoever.

2. **Incorporation of Note and Liens**. All terms and conditions of the Note and Lien agreements are hereby incorporated by reference in this Agreement as if set forth herein in full.

3. **Transferor's Representations and Warranties**. Transferor represents and warrants to Transferee that:

- a. The principal balance of the Loan, as of the execution of this Agreement is \$4,950,000;
- b. Transferor is the owner and holder of the Loan, free and clear of any and all liens and encumbrances;
- c. Transferor is a holder in due course as defined under the UCC.
- d. The individual executing this Agreement and any documents contemplated hereby on behalf of Transferor has the authority to bind Transferor to such documents;
- e. The loan is in good standing and no default has occurred or exists;
- f. Transferor has not received any notice of any defense, suit or counterclaim as to the enforceability or validity of the Loan; and
- g. Transferor has full power and authority to negotiate and assign the Note and Liens to Transferee free and clear of any pledge or encumbrance along with rights to enforce the Note and Liens

THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2 WILL SURVIVE THE CLOSING. TRANSFEROR AGREES TO INDEMNIFY, DEFEND AND HOLD TRANSFEE, ITS AGENTS, REPRESENTATIVES AND ANY SUBSTITUTE TRUSTEE (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIABILITY (INCLUDING ATTORNEY'S FEES AND COURT COSTS) DUE TO A BREACH OF ITS REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS AGREEMENT.

4. **Attorney in Fact Designation**. Transferor hereby appoints Transferee as its attorney in fact to demand, receive and collect for its own use and benefit all debts and obligations now owing to Transferor under the Note. Transferor further authorizes Transferee to do all things legally permissible that are required and to collect such debts and obligations and to use Transferor's name or the name of the business in such manner as Transferee may deem

necessary for the collection and recovery of such debts and obligations but without cost, expense or damages to Transferor.

5. **Acknowledgement of Transfer.** The parties to this Agreement acknowledge that this is a transfer of the Note and Liens pursuant to that certain Note Purchase Agreement by and among Jeff A. Stevens, the Transferor, and Franklin Mountain Investments Limited Partnership, the Transferee.

6. **Brokerage Commissions.** Each party represents to the other that there has been no broker or finder engaged in connection with the sale of the Loan. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said party or its representatives, said party will hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith. The provisions of this paragraph shall survive Closing.

7. **Cooperation.** In the event it becomes necessary for Transferee to enforce its rights under the Note and Liens, Transferor will cooperate with Transferee, including, but not limited to, providing documentation, information and, if necessary, joining in foreclosure or court proceedings, so that the Transferee may enforce the Note and Liens.

8. **Amendment.** Any amendment to this Agreement must be in writing and signed by all of the Parties.

9. **Notices.** All notices required or permitted to be given hereunder must be in writing and be sent by registered or certified mail, return receipt requested, by either party to the other at its address set forth below:

If to Transferor:

Jeff A. Stevens  
6030 N. Elizabeth Place  
Paradise Valley, AZ 85253

With Copy to:

Gordon Davis Johnson & Shane P.C.  
4695 N. Mesa Street  
Suite 100  
El Paso, TX 79912

If to Transferee:

Franklin Mountain Investments Limited Partnership  
123 W. Mills  
Suite 600  
El Paso, TX 79901

With Copy to:

Gordon Davis Johnson & Shane P.C.  
4695 N. Mesa Street  
Suite 100  
El Paso, TX 79912

10. **Consequential Damages.** Neither party is liable to the other party for special, indirect or consequential damages resulting or arising out of this Agreement.

11. **Counterparts.** The parties may execute this Agreement in two or more counterparts, by original, electronic, scanned or faxed signatures, each of which will be deemed an original and all of which constitutes one and the same instrument.

12. **Governing Law.** The laws of the State of Texas, without application of its conflict of law provisions, govern the construction, interpretation and effect of this Agreement.

13. **Arbitration.** Any controversy, dispute, claim, or breach arising out of or relating to any of the terms and conditions of this Agreement, or the performance of the parties under this Agreement, which is not settled amicably by the parties, shall be settled definitively and exclusively by arbitration proceedings conducted by a sole arbitrator (who shall be a licensed attorney having at least 15 years experience in business law or commercial litigation) under the rules of the American Arbitration Association AND HELD IN EL PASO, TEXAS, or in such other location as the parties may mutually agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be rendered within ninety (90) days after notice of arbitration is given. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator may include costs, attorneys' fees, and injunctive relief and shall be final and binding upon the parties and judgment upon such award may be entered in any court having jurisdiction thereof.

14. **Binding Effect.** This Agreement is binding on all parties and the respective permitted successors and assigns of the Parties, except to the extent of any express contrary provision in this Agreement.

15. **Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement is valid and remains in full force and effect and is not be affected, impaired, or invalidated.

16. **Captions.** Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and do not define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

17. **Entire Agreement.** This Agreement and any written instruments or agreements executed pursuant to any of the foregoing contain the entire agreement of the parties relating to subject matter hereof. Any oral representations or modifications concerning this Agreement are of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

18. **No Rights in Third Parties.** The provisions of this Agreement are not intended to be for the benefit of any person to whom any debts, liabilities or obligations are owed, or who otherwise has any claim against the Parties, and no creditor or other Person is permitted to obtain any rights under such provisions or solely by reason of such provisions be able to make any claims in respect of any debts, liabilities or obligations against the Parties.

19. **Additional Documents.** Each Party hereto agrees to execute, with acknowledgment or affidavit, if required or deemed appropriate, any and all documents and writings which may be necessary or expedient in connection with the achievement of the

purpose of this Agreement, specifically including: (a) such certificates and other documents as the Transferee deems necessary or appropriate to protect and enforce its rights under this Agreement; and (b) all such agreements, certificates, tax statements, tax returns and other documents as may be required of the Transferee or its partners by the laws of the United States of America, the State of Texas, or any other state in which the parties or Vomaris conducts or plans to conduct business, or any political subdivision or agency thereof.

20. **Definitions and Index of Defined Terms.** Capitalized terms used in this Agreement have the meaning given to them. The singular includes the plural and the masculine includes the feminine and neuter, and vice versa. "Includes" or "including" means "including, without limitation".

21. **Separate Representation.** With regard to this Agreement, the Transferee and Transferor have been represented by the law firm of Gordon Davis Johnson & Shane P.C., which law firm has not represented Vomaris, its affiliates, or the employees or beneficiaries of Transferee. Vomaris, its affiliates, and the employees or beneficiaries of Transferee have been advised, and by execution hereof acknowledges such advice, that they should have, and have had the opportunity if they desired, to obtain independent legal representation with regard to this Agreement and matters related hereto. The parties further agree that each has negotiated this Agreement, and that the Agreement shall not be construed for or against either party.


22. **Waiver of Jury Trial.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY THAT SUCH PARTY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH: (i) THIS AGREEMENT; OR (ii) ANY MATTER RELATED TO OR ASSOCIATED WITH THIS AGREEMENT.

[Remainder of page intentionally left blank. Signature page to follow.]



IN WITNESS WHEREOF, this Assignment of Note and Liens is executed and delivered  
as of 17<sup>th</sup> day of February, 2022.

**TRANSFEROR:**

  
\_\_\_\_\_  
JEFF A. STEVENS

**TRANSFeree:**

**FRANKLIN MOUNTAIN INVESTMENTS  
LIMITED PARTNERSHIP**  
a Texas limited partnership

By: Franklin Mountain GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: William Kell  
Title: Manager

IN WITNESS WHEREOF, this Assignment of Note and Liens is executed and delivered  
as of 17~~th~~ day of February, 2022.


TRANSFEROR:

\_\_\_\_\_  
JEFF A. STEVENS

TRANSFeree:

FRANKLIN MOUNTAIN INVESTMENTS  
LIMITED PARTNERSHIP  
a Texas limited partnership

By: Franklin Mountain GP, LLC  
Its: General Partner

By:   
Name: William Kell  
Title: Manager

**Exhibit A**

**Note and Liens**  
*(See Attached)*

## PLEDGE AND SECURITY AGREEMENT

This Security Agreement (this "**Agreement**") dated as of April   , 2020 the "**Effective Date**"), is made by VOMARIS INNOVATIONS, INC., a Delaware corporation ("**Debtor**"), in favor of JEFF STEVENS ("**Secured Party**").

### RECITALS:

A. Secured Party has agreed to advance funds to Debtor pursuant to that Loan Agreement and Revolving Line of Credit with Draw Request and all ancillary documents thereto, dated as of the Effective Date in the principal amount of \$4,000,000.00 (collectively the "**Note**").

B. It is a condition precedent to Secured Party's willingness to accept the Note and advance funds to Debtor thereunder that Debtor enter into this Agreement with Secured Party, pursuant to which Debtor grants Secured Party a security interest in and lien on all of its assets, and Debtor is willing to enter into this Agreement and agrees to be bound by its terms and conditions.

### AGREEMENT

In consideration of the foregoing premises and in order to induce Lender to accept the Note and advance funds thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Debtor covenants and agrees with Secured Party as follows:

1. **Definitions.** All capitalized terms used but not defined in this Agreement shall have the respective meanings given to such terms in the Note. Notwithstanding the foregoing sentence, terms used in Article 9 of the Uniform Commercial Code (the "**Code**") in the State of Texas, when used in this Agreement, have the definitions given to such terms as therein defined.

2. **Grant of Security Interest.** Debtor hereby assigns, pledges and grants to Secured Party for its benefit, a continuing security interest in all of Debtor's right, title and interest in and to all of its assets, whether now owned or hereafter acquired, and including, without limitation, all full and partial interests in the following (collectively, the "**Collateral**"):

(a) any and all equities, membership interests, partnership interests and/or stock held by Debtor in (i) Vomaris Wound Care, Inc., a Delaware corporation, represented by certificate number 1 for 11,200,000 shares, and (ii) in any other subsidiary of Debtor, whose right, title and interests shall be caused to be pledged by Debtor as collateral pursuant to that certain Note of even date herewith, as well as all proceeds, hypothecations, replacements, additions to, substitutions for, accessions of, and property necessary for the operation of any of the foregoing, including, without limitation, claims against third parties, as further detailed in the Equity Pledge and Security Agreement, of even date herewith (the "**Equity Pledge Agreement**");

(b) all accounts receivable, rights to payment, promissory notes, and all guarantees, security agreements, insurance policies, and security interests and the rights to receive payment thereon;

(c) all cash on hand, including, without limitation, cash held in bank accounts, brokerage accounts, certificates of deposit, and other depositories, all accounts receivable owing by any person or entity, including all such amounts due to Debtor, and all security for payment

thereof, and in and to all the proceeds, monies, income, instruments, securities, accounts, benefit, collections, tax refunds, insurance proceeds, and products thereof and thereon and attributable or accruing thereto;

(d) all of Debtor's interest in all equipment, inventory, materials, computer software and records, goods, and other personal property, and all documents and receipts covering such property, and all licenses and permits used or held for use in connection with such property;

(e) all present and future patents, trademarks, service marks, copyrights, licenses, and all other intellectual property, including, without limitation, those patents contained on Exhibit A (collectively, the "**Intellectual Property**"), and all agreements and contracts to which Debtor is a party regarding the use and exploitation of any of the Intellectual Property and applications therefor, now owned or hereafter acquired by Debtor;

(f) all of Debtor's contract rights and other general intangibles relating to any of the Collateral, including, without limitation, all contract and other rights to receive proceeds and reimbursements and license agreements;

(g) all Debtor's interest in any subsidiary company, and all capital stock, equity interests, partnership interests, and membership interests and all warrants, options and other rights to purchase any such interests, in any other corporation, partnership, limited liability company or other business entity;

(h) all books and records (including electronic records, computer disks, tapes, printouts and other storage media) relating to any of the foregoing; and

(i) all of Debtor's interest in the proceeds of any sale or disposition of any of the foregoing, and in and to any and all money, documents, instruments, securities, or accounts owned or belonging to Debtor.

Debtor shall be deemed to have possession of any of the Collateral in transit to it or set apart for it or for any of its agents, affiliates or correspondents.

3. **Security for Obligations**. This Agreement and the security interest created and evidenced hereby secures the prompt and complete payment, observance and performance of all duties, liabilities, obligations and indebtedness owing by Debtor to Secured Party arising under the Note and any security instruments or documents securing same, fixed or contingent, joint or several, whether as principal, surety, endorser, guarantor, or otherwise, now existing or hereafter arising, and all modifications, extensions, renewals, replacements, and increases of each of the foregoing (all such obligations and liabilities being the "**Obligations**").

4. **Debtor Remains Liable**. Notwithstanding anything to the contrary contained in this Agreement: (a) Debtor shall remain liable under the contracts and agreements included in the Collateral and obligated to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall have no obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties

of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5. **Representations and Warranties.** Debtor represents and warrants as follows:

(a) Debtor owns the Collateral free and clear of any lien, security interest, charge or encumbrance of any kind whatsoever (collectively, "***Liens***") except for (i) the security interest created hereby in favor of Secured Party, (ii) Liens in favor of any person or entity that Secured Party has agreed in writing shall have priority over the Collateral (the "***Senior Liens***"), (iii) Liens approved by Secured Party pursuant to a written consent or agreement executed by Secured Party or otherwise permitted by any security instruments or documents securing the Note, and (iv) Liens for taxes not yet due and payable (collectively, the Liens described in clauses (i) through (iv) above are referred to herein as the "***Permitted Liens***"). No effective financing statement, continuation statement or amendment thereto promulgated under the Uniform Commercial Code of any state (collectively, "***Financing Statements***") or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Secured Party or in favor of the holder(s) of the Permitted Liens. The validity of the Collateral in whole or in part, and Debtor's title thereto is not currently being questioned in any litigation or regulatory proceeding to which any Debtor is a party, nor is any such litigation or proceeding threatened.

(b) This Agreement creates and evidences a valid and perfected security interest in the Collateral, securing the payment of the Obligations, second in priority only to any Senior Liens, and all filings and other actions of Debtor necessary or desirable to perfect and protect such security interest have been, or will be upon request, duly taken by Debtor.

(c) No authorization, approval or other action by, and no notice to or other filing with, any governmental authority or regulatory body is required, either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder (other than the filing of Financing Statements by Secured Party).

(d) Debtor's principal place of business is at the address for Debtor set forth in the Note (the "***Principal Place of Business***"). All Collateral and books of account and records relating to the Collateral are located at Debtor's Principal Place of Business.

6. **Covenants and Further Assurances.**

(a) Debtor agrees that from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will, subject to the priority rights, if any, of the holders of the Senior Liens: (i) mark conspicuously each document included in the Collateral and each of its records pertaining to the Collateral, with a legend, in form and substance satisfactory to Secured Party, indicating that such document or Collateral is subject to the security interest granted hereby; (ii) transfer, register or otherwise put any of the Collateral in the name of Secured Party or its nominee; and (iii) execute and file such Financing Statements, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

(b) Debtor hereby authorizes Secured Party to file one or more Financing Statements relative to all or any part of the Collateral without the signature of Debtor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a Financing Statement where permitted by law. Debtor acknowledges and agrees that any Financing Statement filed by or on behalf of Secured Party against Debtor, whether such filing is or was made prior to or after the date of this Agreement, is hereby deemed to include the security interest granted by this Agreement, regardless of whether such Financing Statement is or was filed in connection with the Loan or some other indebtedness owed to Secured Party.

(c) Debtor shall at all times maintain the Collateral and its books of account and records relating to the Collateral at its Principal Place of Business, and shall not relocate such books of account and records and Collateral unless they deliver to Secured Party, prior written notice of such relocation and the new location thereof (which must be within the United States). Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

## **7. Insurance.**

(a) Debtor shall, at its own expense, maintain insurance with respect to the Collateral in such amounts, against such risks, in such form and with such insurers, as shall be reasonably satisfactory to Secured Party from time to time. Debtor shall ensure that the Collateral is, and remains, insured against loss by fire and other casualty. Each policy for property damage insurance shall provide for all losses to be paid to Secured Party as holder of the security interest created hereby, subject to the priority rights, if any, of the holders of the Senior Liens. Each such policy shall in addition (i) contain the agreement (if available) by the insurer that any loss thereunder shall be payable to Secured Party notwithstanding any action, inaction or breach of representation or warranty by Debtor, subject to the priority rights, if any, of the holders of the Senior Liens, (ii) provide that there shall be no recourse against Secured Party for payment of premiums or other amounts with respect thereto, and (iii) provide that at least 10 days prior written notice of cancellation or of lapse shall be given to Secured Party by the insurer. Debtor shall, if so requested by Secured Party, deliver to Secured Party original or duplicate policies of such insurance and, as often as Secured Party may reasonably request, a report of a reputable insurance broker selected by Debtor with respect to such insurance. Further, Debtor shall, at the request of Secured Party, duly execute and deliver instruments of assignment of such insurance policies to comply with the foregoing requirements and cause the respective insurers to acknowledge notice of such assignment.

(b) Reimbursement under any liability insurance maintained by Debtor may be paid directly to the person who shall have incurred liability covered by such insurance. All insurance payments to Secured Party in respect of Collateral shall be applied by Secured Party in its sole and absolute discretion.

**8. Transfers and Other Liens.** Debtor shall not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, other than obsolete or worn out property and sales of inventory in the ordinary course of business or as otherwise permitted by the Note, or create or suffer to exist any Lien upon or with respect to any of the Collateral to secure debt of any person, except for Permitted Liens.

9. **Secured Party Appointed Attorney-in-Fact.** Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact, with full authority in the place and stead of Debtor, as applicable, and in the name of Debtor, as applicable, or otherwise, from time to time in Secured Party's discretion at any time after the occurrence of an Event of Default (as such term is defined in the Note), to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to obtain insurance required to be maintained by Debtor and to settle and adjust claims under any insurance policy;

(b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due, under or in respect of any of the Collateral including, without limitation, moneys due and to become due;

(c) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or desirable to enforce the rights of Secured Party with respect to any of the Collateral;

(d) to commence and prosecute any actions in any court for the purposes of collecting amounts owed to Debtor and enforcing any other rights in respect thereof, and to defend, settle or compromise any action brought and, in connection therewith, and to give such discharge or release as Secured Party may deem appropriate;

(e) to receive, open and dispose of mail addressed to Debtor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment made on account of or funds paid on behalf of and in the name of any Debtor;

(f) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes;

(g) to execute Financing Statements or any other documents or writing deemed necessary by Secured Party to evidence or perfect Secured Party's security interest in the Collateral; provided that Secured Party agrees to furnish copies of any document executed hereunder to the appropriate Debtor, as applicable, upon request; and

(h) to enter on the premises of Debtor in order to exercise any of Secured Party's rights and remedies.

The foregoing appointment of Secured Party as attorney-in-fact is coupled with an interest and is irrevocable.

10. **Rights Prior to Event of Default; Termination.**

(a) **Rights Prior to Event of Default.** So long as no Event of Default shall have occurred and be continuing, Debtor shall be entitled to exercise any and all rights and powers relating or pertaining to the Collateral for any purpose not inconsistent with the terms of this Agreement.



(b) **Termination of Rights.** Debtor understands and agrees that during any period when an Event of Default shall have occurred and be continuing, and after Secured Party has given written notice to Debtor that Secured Party has exercised its rights hereunder, all rights of Debtor to exercise power with respect to the Collateral, which Debtor were previously entitled to exercise shall cease and all such rights shall become vested in Secured Party, which shall have the sole and exclusive right and authority to exercise such power immediately upon such written notice. All amounts, if any, representing principal prepayment or payoffs and all amounts, if any, collected by Debtor after the occurrence of any Event of Default represents trust funds which are assigned and belong to Secured Party and which are to be immediately delivered to Secured Party, and any retention of such funds by Secured Party before and after the occurrence of an Event of Default shall be deemed to be a conversion of Secured Party's property, ipso facto. The obligor making any payment to Secured Party under this Agreement shall be fully protected in relying on the written statement of Secured Party that it then holds a security interest which entitles Secured Party to receive such payments. Any and all money and other property paid over to or received by Secured Party pursuant to the provisions hereof shall be retained by Secured Party as additional Collateral under this Agreement.

11. **Secured Party May Perform.** If any Debtor fails to perform any covenant or agreement contained in this Agreement, Secured Party may itself perform, or cause performance of, such covenant or agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Debtor and/or payable under the Note.

12. **Secured Party's Duties.** The powers conferred on Secured Party under this Agreement are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

13. **Remedies.** If any Event of Default shall occur and be continuing, subject to the priority rights, if any, of the holders of the Senior Liens, Secured Party may protect and enforce its rights under this Agreement, the Note, and any security instruments or documents securing the Note by any appropriate proceedings, including proceedings for specific performance of any covenant or agreement contained in any security instruments or documents securing the Note, and Secured Party may enforce the payment of any Obligations due it or enforce any other legal or equitable right which it may have. All rights, remedies and powers conferred upon Secured Party under the Note and any security instruments or documents securing same shall be deemed cumulative and not exclusive of any other rights, remedies or powers available under the Note and any security instruments or documents securing same or at law or in equity. Secured Party's authority and rights shall include, without limitation, the following:

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral) and also may (i) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to it, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Debtor agrees that, to the extent notice of

sale shall be required by law, at least ten (10) business days' notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as Collateral for, and/or then or at any time thereafter applied in whole or in part by Secured Party against all or any part of the Obligations in such order as Secured Party shall elect, subject to any mandatory provisions of this Agreement or applicable law. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus.

**14. No Impairment.** The execution and delivery of this Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the Obligations and no security taken hereafter as security for payment of the Obligations shall impair in any manner or affect this Agreement, all such present and further additional security to be considered as cumulative security. Any of the Collateral for, or any obligor on, any of the Obligations may be released without altering, varying or diminishing in any way the force, effect, lien, security interest, or charge of this Agreement as to the Collateral not expressly released, and this Agreement shall continue as a security interest and charge on all of the Collateral not expressly released until all the Obligations secured hereby have been paid in full. This Agreement shall not be construed as relieving Debtor from full recourse liability on the Obligations and any and all further and other indebtedness secured hereby and for any deficiency thereon.

**15. Indemnity and Expenses.**

(a) Debtor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Secured Party's gross negligence or willful misconduct.

(b) Debtor agrees that it will, upon demand, pay to Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursements of Secured Party's counsel and of any experts and agents, which Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by any Debtor to perform or observe any of the provisions hereof.

**16. Security Interest Absolute.** All rights of Secured Party and security interests hereunder, and all obligations of Debtor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of the Note or any security instruments or documents securing same;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment or waiver of or any consent to any departure from the Note;

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor, or a third-party holder of a security interest.

**17. Notice.** Any notice, request, demand or other communication required or permitted hereunder, will be in writing and will be mailed by registered or certified mail, postage prepaid, sent by facsimile, delivered personally by hand, or delivered by nationally recognized overnight delivery service as detailed in the Loan Agreement or with respect to any party, to such other address as a party may have delivered to the other parties for purposes of notice. Each notice or other communication will be treated as effective and as having been given and received (a) if sent by mail, at the earlier of its receipt or three (3) business days after such notice or other communication has been deposited in a regularly maintained receptacle for deposit of United States mail, (b) if sent by facsimile, upon written or electronic confirmation of facsimile transfer, (c) if delivered personally by hand, upon written or electronic confirmation of delivery from the person delivering such notice or other communication, or (d) if sent by nationally recognized overnight delivery service, upon written or electronic confirmation of delivery from such service.

**18. Continuing Security Interest.** This Agreement shall create a continuing security interest in the Collateral. Upon the payment in full of the Obligations as determined by Secured Party in its sole discretion, the security interest granted hereby shall terminate. Upon any such termination, Secured Party will, at Debtor's expense, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

**19. Mutual Understanding.** Debtor represents and warrants to Secured Party that Debtor has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel and has executed this Agreement based on Debtor's own judgment and advice of counsel. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of authorship of any provision of this Agreement.

**20. Further Assurances.** Debtor at Debtor's expense will promptly execute and deliver to Secured Party on Secured Party's request, all such other and further documents, agreements and instruments, and shall deliver all such supplementary information, in compliance with or accomplishment of the agreements of Debtor under this Agreement.

**21. Cumulative Remedies.** Debtor hereby agrees that all rights and remedies that Secured Party is afforded by reason of the Note and any security instruments or documents securing same are separate and cumulative with respect to Debtor and otherwise and may be pursued separately, successively, or concurrently, as Secured Party deems advisable. In addition, all such rights and remedies of Secured Party are non-exclusive and shall in no way limit or prejudice Secured Party's ability to pursue any other legal or equitable rights or remedies that may be available to Secured Party.

**22. Enforcement and Waiver by Secured Party.** Secured Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with their respective terms, notwithstanding any conduct or custom on the part of Secured Party in refraining from so doing at any time or times. The failure of Secured Party at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom or in any way or manner modified or waived the same. All rights and remedies of Secured Party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

**23. CHOICE OF LAW; JURISDICTION; VENUE.** EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF SECURITY INTERESTS OR REMEDIES IN RESPECT OF ANY PARTICULAR COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS, THIS AGREEMENT, THE NOTE, AND ANY SECURITY INSTRUMENTS OR DOCUMENTS SECURING THE NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. JURISDICTION FOR ALL MATTERS ARISING OUT OF THIS AGREEMENT, THE NOTE, AND ANY INSTRUMENTS OR DOCUMENTS SECURING THE NOTE SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS SITTING IN EL PASO COUNTY, TEXAS, AND EACH DEBTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH STATE AND FEDERAL COURTS AND AGREES AND CONSENTS NOT TO ASSERT IN ANY PROCEEDING, THAT ANY SUCH PROCESS IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER, AND FURTHER AGREES TO A TRANSFER OF SUCH PROCEEDING TO THE COURTS SITTING IN EL PASO COUNTY, TEXAS.

**24. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of them together shall constitute one and the same agreement.

**25. Severability.** If any provision of this Agreement shall be held invalid under any applicable laws, then all other terms and provisions of this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law.

**26. Amendments; Waivers.** No amendment or waiver of any provision of this Agreement nor consent to any departure herefrom, shall in any event be effective unless the same shall be in writing and signed by the affected party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Debtor may not be released from its obligations hereunder, except pursuant to a written instrument executed by Secured Party.

**27. Binding Effect; Assignment.** This Agreement shall be binding on Debtor and its successors and assigns, including, without limitation, any receiver, trustee or debtor in possession of or for any Debtor, and shall inure to the benefit of Secured Party and its successors and assigns. Debtor shall not be entitled to transfer or assign this Agreement in whole or in part without the prior written consent of Secured Party. This Agreement is freely assignable and transferable by Secured Party without the consent of Debtor. Should the status, composition, structure or name of Debtor change, this Agreement shall continue and also cover Debtor under the new status composition, structure or name according to the terms of this Agreement.

**28. Captions.** The captions in this Agreement are for the convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

29. Number of Gender of Words. Except where the context indicates otherwise, words in the singular number will include the plural and words in the masculine gender will include the feminine and neutral, and vice versa, when they should so apply.

30. WAIVER OF JURY TRIAL, PUNITIVE DAMAGES, ETC. DEBTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY (A) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT SUCH DEBTOR MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE, ANY SECURITY INSTRUMENTS OR DOCUMENTS SECURING THE NOTE, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR ASSOCIATED HERewith OR THEREWITH, BEFORE OR AFTER MATURITY OF THE NOTE; (B) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT SUCH DEBTOR MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY "SPECIAL DAMAGES", AS DEFINED BELOW, (C) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OF SECURED PARTY OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (D) ACKNOWLEDGES THAT SECURED PARTY HAS BEEN INDUCED TO ENTER INTO THE NOTE AND ANY SECURITY INSTRUMENTS OR DOCUMENTS SECURING THE NOTE, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION. AS USED IN THIS SECTION, "SPECIAL DAMAGES" INCLUDES ALL SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (REGARDLESS OF HOW NAMED), BUT DOES NOT INCLUDE ANY PAYMENTS OR FUNDS WHICH ANY PARTY HERETO HAS EXPRESSLY PROMISED TO PAY OR DELIVER TO ANY OTHER PARTY HERETO.


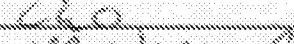

31. ENTIRE AGREEMENT. THIS AGREEMENT, THE NOTE, AND ANY SECURITY INSTRUMENTS OR DOCUMENTS SECURING THE NOTE TOGETHER CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF, AND ALL PRIOR DISCUSSIONS, AGREEMENTS AND STATEMENTS, WHETHER ORAL OR WRITTEN, ARE MERGED INTO THIS AGREEMENT, THE NOTE, AND ANY SECURITY INSTRUMENTS OR DOCUMENTS SECURING THE NOTE. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES AND THIS AGREEMENT, THE NOTE, AND ANY SECURITY INSTRUMENTS OR DOCUMENTS SECURING THE NOTE MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

*[The remainder of this page is left blank intentionally.]*

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered, effective for all purposes as of the Effective Date.

DEBTOR:

VOMARIS INNOVATIONS, INC.  
a Delaware corporation

By:   
Its:   
Name: 

SECURED PARTY:

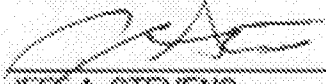
  
JEFF A. STEVENS

EXHIBIT A  
EXISTING PATENT LIST OF DEBTOR  
(insert Doc #6735923 for Execution)

# VOMARIS PATENT PORTFOLIO

8 April 2019

## ALLOWED/ISSUED US

Patent/Application Number	Country	Issue Date	Inventor	Assignee	Title	Status	Claimed Subject Matter
7,457,667	US	11/25/2008	Skiba, Jeffry	Silverleaf Medical Products, Inc.	Current Producing Surface for a Wound Dressing	Issued	Wound dressings; methods of making same
7,662,176	US	2/16/2010	Skiba, Jeffry, Schneider, Lawrence	Vomaris Innovations, Inc.	Footwear Apparatus and Methods of Manufacture and Use	Issued	Footwear apparatus; fabric structures
7,672,719	US	3/2/2010	Skiba, Jeffry, Schneider, Lawrence	Silverleaf Medical Products, Inc.	Batteries and Methods of Manufacture and Use	Issued	Methods of treating biological tissue
7,813,806	US	10/12/2010	Skiba, Jeffry	Vomaris Innovations, Inc.	Current Producing Surface for Treating Biologic Tissue	Issued	Apparatus for treating biological tissue
7,904,147	US	3/8/2011	Skiba, Jeffry, Schneider, Lawrence	Vomaris Innovations, Inc.	Substantially Planar Article and Methods of Manufacture	Issued	Methods of manufacturing a substantially planar article
8,224,439	US	7/17/2012	Skiba, Jeffry, Schneider, Lawrence	Vomaris Innovations, Inc.	Batteries and Methods of Manufacture and Use	Issued	Apparatus for treating biological tissue
9,511,215	US	12/6//2016	Skiba, Jeffry	Vomaris Innovations, Inc.	Expandable Wound Dressings	Issued	Stretchable dressings
9,731,109	US	8/15/2017	Skiba, Jeffry	Vomaris Innovations, Inc.	Expandable Wound Dressings	Issued	Stretchable dressings
D816233	US	4/24/2018	Del Rossi, Joseph	Vomaris Innovations, Inc.	Bandage	Issued	Design patent
D825766	US	8/14/2018	Del Rossi, Joseph	Vomaris Innovations, Inc.	Bandage	Issued	Design patent
D838373	US	1/25/2019	Del Rossi, Joseph	Vomaris Innovations, Inc.	Bandage	Issued	Design patent

PATENT

REEL: 059539 FRAME: 0478



D846129	US		Del Rossi, Joseph	Vomaris Innovations, Inc.	Bandage	Issued	Design patent
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## PENDING US<sup>1</sup>

Patent/Publication Number	Country	Publication Date	Inventor	Assignee	Title	Status	Claimed Subject Matter
62/721,305	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc	Resorbable Devices	Pending	Resorbable
14/847,684	US	12/31/2015	King, Wendell Ho, Amy Majier, Mary Stevens, Alex Skiba, Jeffry Nagel, Michael	Vomaris Innovations, Inc	Microcell Data Transmission	Pending	Data collection and transmission
14/888,302	US	3/3/2016	Skiba, Jeffry Makin, Inder	Vomaris Innovations, Inc	Methods and Devices for Cellular Activation	Pending	Methods and devices for directing the migration of cells
14/888,264	US	3/3/2016	Skiba, Jeffry Makin, Inder	Vomaris Innovations, Inc	Methods and Devices for Wound Therapy	Pending	Combination wound therapies; negative pressure, etc
15/315,951	US	5/11/2017	Skiba, Jeffry	Vomaris Innovations, Inc	Methods and Devices for Modulating Gene Expression and Enzyme Activity	Pending	Increasing enzyme activity
15/315,961	US	4/20/2017	King, Wendell Ho, Amy Majier, Mary Stevens, Alex Skiba, Jeffry Nagel, Michael	Vomaris Innovations, Inc	Methods and Devices for Treating the Skin	Pending	Treatment of skin conditions
15/738,413	US	12/20/2017	King, Wendell	Vomaris Innovations, Inc	Bioelectric Hydrogels and Methods of Manufacture and Use	Pending	Micro-current producing Hydrogels

**PATENT**

**REEL: 059539 FRAME: 0479**

<sup>1</sup> We will be able to file US utility applications and/or PCT applications based upon these provisional applications (any starting with "6").

15/315,972	US	4/27/2017	King, Wendell Majer, Mary Skiba, Jeffry Nagel, Michael	Vomaris Innovations, Inc	Methods and Device for Surgical Pre-Treatment	Pending	"Pre"-treatment of surgical sites
15/754,556	US	8/30/2018	King, Wendell Paluszczyk, Troy	Vomaris Innovations, Inc	Methods and Devices for Tissue Treatment	Pending	Micro-current producing Hydrogels; combination uses
15/578,655	US	6/7/2018	King, Wendell Majer, Mary Nagel, Michael	Vomaris Innovations, Inc	Methods and Device for Treating the Cornea	Pending	Contact lenses, etc
15/578,661	US	5/31/2018	Nagel, Michael	Vomaris Innovations, Inc	Methods and Devices for Treating Muscles	Pending	Compression Garments
15/777,151	US	11/15/2018	King, Wendell Nagel, Michael	Vomaris Innovations, Inc	Iontophoresis Devices and Methods of Use	Pending	Devices for iontophoresis, etc
16/075,054	US	2/7/2019	King, Wendell Paluszczyk, Troy, Nagel, Michael, Del Rossi, Joseph, Majer, Mary	Vomaris Innovations, Inc	Composite Bioelectric Devices and Methods of Use	Pending	Composite substrates
16/078,419	US	3/28/2019	Paluszczyk, Troy Del Rossi, Joseph	Vomaris Innovations, Inc.	Bioelectric Devices for Use on Specific Areas of the Body	Pending	Designed for use on joints, etc
16/094,357	US	N/A	Paluszczyk, Troy Nagel, Michael	Vomaris Innovations, Inc.	Deep Treatment Dressings	Pending	Designed for deeper penetration
16/094,451	US	N/A	Nagel, Michael	Vomaris Innovations, Inc	Methods and Devices for Treating Muscles	Pending	Compression garments
16/324,055	US	N/A	Nagel, Michael	Vomaris Innovations, Inc	Bioelectric Devices and Methods of Use	Pending	Substrate extends to the perimeter of the device

PATENT

REEL: 059539 FRAME: 0480

29/575,677	US	N/A	Paluszczyk, Troy Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage
29/590,541	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage
29/598,613	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage
29/637,492	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage
29/655,341	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage
29/671,793	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage
29/680,711	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage
29/682,883	US	N/A	Del Rossi, Joseph	Vomaris Innovations, Inc.	Design Application	Pending	Bandage

ISSUED WORLDWIDE

Patent/Publication Number	Country	Publication Date	Inventor	Assignee	Title	Status	Claimed Subject Matter
AU2005215805B2	Australia	11/11/2010	Schneider, Lawrence	Vomaris Innovations, Inc.	Batteries and Methods of Manufacture and Use	Granted	Methods of treating biological tissue
EP1715915A1	Europe	11/02/2006	Skiba, Jeffry	Vomaris Innovations, Inc.	A Tissue Contacting Apparatus	Granted	Apparatus for treating biological tissue
DE1715915A1		11/02/2006	Skiba, Jeffry	Vomaris Innovations, Inc.	A Tissue Contacting Apparatus	Granted	Apparatus for treating

							biological tissue
FR1715915A1		11/02/2006	Skiba, Jeffry	Vomaris Innovations, Inc.	A Tissue Contacting Apparatus	Granted	Apparatus for treating biological tissue
GB1715915A1		11/02/2006	Skiba, Jeffry	Vomaris Innovations, Inc.	A Tissue Contacting Apparatus	Granted	Apparatus for treating biological tissue
LI1715915A1		11/02/2006	Skiba, Jeffry	Vomaris Innovations, Inc.	A Tissue Contacting Apparatus	Granted	Apparatus for treating biological tissue
IL177587D0	Israel	12/31/2006	Skiba, Jeffry	Vomaris Innovation, Inc.	Batteries and Methods of Manufacture and Uses Thereof	Granted	Methods of treating biological tissue
TWI280142B	Taiwan	05/01/2007	Skiba, Jeffry	Silverleaf Medical Products, Inc.	Current Producing Apparatus, and Methods of Use and Manufacture	Granted	Apparatus for treating biological tissue
CA2553121A1	Canada	09/01/2005	Skiba, Jeffry	Silverleaf Medical Products, Inc.	Batteries and Methods of Manufacture and Use	Granted	Methods of treating biological tissue
JP 5296234	Japan		Skiba, Jeffry	Silverleaf Medical Products, Inc.	Batteries and Methods of Manufacture and Use	Granted	Methods of treating biological tissue
AU2014260424	Australia		Skiba, Jeffry	Vomaris Innovations, Inc.	Expandable Wound Dressings	Granted	Stretchable dressings
AU2016262720	Australia	2/7/2019	Skiba, Jeffry	Vomaris Innovations, Inc.	Expandable Wound Dressings	Granted	Stretchable dressings
JP 2016-511732	Japan		Skiba, Jeffry	Vomaris Innovations, Inc.	Expandable Wound Dressings	Granted	Stretchable dressings
MX/a/2015/015155	Mexico		Skiba, Jeffry	Vomaris Innovations, Inc.	Expandable Wound Dressings	Granted	Stretchable dressings
CA2911085	Canada		Skiba, Jeffry	Vomaris Innovations, Inc.	Expandable Wound Dressings	Granted	Stretchable dressings
AU2014260423	Australia	3/14/2019	Skiba, Jeffry Makin, Inder	Vomaris Innovations, Inc.	Methods and Devices for Wound Therapy	Granted	Combination wound therapies; negative pressure, etc

**PENDING WORLDWIDE**


Patent/Publication Number	Country	Publication Date	Inventor	Assignee	Title	Status	Claimed Subject Matter
JP2012161613A	Japan	N/A				Pending	
JP2007522887A	Japan	N/A				Pending	

Pending in Canada, China, Mexico, and Australia.	WIPO	N/A	Skiba, Jeffry Makin, Inder	Vomaris Innovations, Inc.	Methods and Devices for Cellular Activation	Pending	Methods and devices for directing the migration of cells
Pending in Canada, China, Japan, Mexico, Europe, Hong Kong	WIPO	N/A	Skiba, Jeffry Makin, Inder	Vomaris Innovations, Inc.	Methods and Devices for Wound Therapy	Pending	Combination wound therapies; negative pressure, etc.
Pending in China and Europe.	WIPO	N/A	Skiba, Jeffry Makin, Inder	Vomaris Innovations, Inc.	Expandable Wound Dressings	Pending	Stretchable dressings with discontinuous regions
EP 15803061	WIPO	N/A	King, Wendell Ho, Amy Maier, Mary Stevens, Alex Skiba, Jeffry Nagel, Michael	Vomaris Innovations, Inc	Methods and Devices for Treating the Skin	Pending	Treatment of skin conditions
EP 16804446	EP	N/A	King, Wendell Maier, Mary Nagel, Michael	Vomaris Innovations, Inc	Methods and Device for Treating Muscles	Pending	Compression Garments
EP 17840196	EP	N/A	Nagel, Michael	Vomaris Innovations, Inc	Bioelectric Devices and Methods of Use	Pending	Substrate extends to the perimeter of the device
PCT US/2018/064487	WIPO	12/7/2018	Nagel, Michael	Vomaris Innovations, Inc	Implantable Bioelectric Devices and Methods of Use	Will enter national phase in June 2020	Implants

**PATENT**

**REEL: 059539 FRAME: 0483**

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Joshua W. Snider (915) 545-1133</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>Jsnider@eplawyers.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Return Acknowledgement to:</b>  <b>CAPITOL SERVICES</b> <b>Capitol Services, Inc.</b> <b>PO Box 1831</b> <b>Austin, TX 78767</b> <b>800.345.4647</b> <b>1275014</b>	

**22-00088861**

**02/22/2022 08:00 AM**



**FILED**

TEXAS  
SECRETARY OF STATE

**SOS**



**1122794090008**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

**20-0013421962**

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 8  
For partial assignment, complete items 7 and 8 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

6a. ORGANIZATION'S NAME

**Vomaris Innovations, Inc.**

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

**Franklin Mountain Investments Limited Partnership**

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

**123 W. Mills Suite 600**

CITY

**El Paso**

STATE

**TX**

POSTAL CODE

**79901**

COUNTRY

**US**

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here: ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

**Stevens**

FIRST PERSONAL NAME

**Jeff**

ADDITIONAL NAME(S)/INITIAL(S)

**A.**

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)


**PATENT**  
**REEL: 059539 FRAME: 0484**

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

22-00089845

02/22/2022 08:00 AM

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Joshua W. Snider (915) 545-1133</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>Jsnider@eplawyers.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
 <b>CAPITAL SERVICES</b>	Return Acknowledgement to:  <b>Capital Services, Inc.</b> PO Box 1831 Austin, TX 78767 800.345.4647

FILED

TEXAS  
SECRETARY OF STATE

SOS



1122988910004

1a. INITIAL FINANCING STATEMENT FILE NUMBER

**20-0013421962**

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]

(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

**Vomaris Wound Care, Inc.**

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

**Franklin Mountain Investments Limited Partnership**

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

**123 W. Mills Suite 600**

CITY

**El Paso**

STATE

**TX**

POSTAL CODE

**79901**

COUNTRY

**US**

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

**Stevens**

FIRST PERSONAL NAME

**Jeff**

ADDITIONAL NAME(S)/INITIAL(S)

**A.**

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Joshua W. Snider (915) 545-1133</b>
B. E-MAIL CONTACT AT FILER (optional) <b>Jsnider@eplawyers.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Joshua W. Snider Gordon Davis Johnson &amp; Shane P.C. 4695 N. Mesa El Paso, TX 79912</b>

Delaware Department of State  
U.C.C. Filing Section  
Filed: 07:03 PM 02/21/2022  
U.C.C. Initial Filing No: 2020 2576702  
Amendment No: 2022 1509033  
Service Request No: 20220626127

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2020 2576702**

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Acknowledgment (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address. Complete item 6a or 6b and item 7a or 7b and item 7c

☐ ADD name. Complete item 7a or 7b and item 7c

☐ DELETE name. Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

**Vomaris Innovations, Inc.**

OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

**Franklin Mountain Investments Limited Partnership**

OR 7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-----------------------------	----------------------------------	--	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>123 W. Mills Suite 600</b>	<b>El Paso</b>	<b>TX</b>	<b>79901</b>	<b>US</b>

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
<b>Stevens</b>	<b>Jeff</b>	<b>A.</b>	

10. **OPTIONAL FILER REFERENCE DATA:**



# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Joshua W. Snider (915) 545-1133</b>
B. E-MAIL CONTACT AT FILER (optional) <b>Jsnider@eplawyers.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Joshua W. Snider Gordon Davis Johnson &amp; Shane P.C. 4695 N. Mesa El Paso, TX 79912</b>

Delaware Department of State  
U.C.C. Filing Section  
Filed: 03:14 PM 02/22/2022  
U.C.C. Initial Filing No: 2020 2576702  
Amendment No: 2022 1545110  
Service Request No: 20220643554

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>2020 2576702</b>	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Acknowledgment (Form UCC3Ad) and provide Debtor's name in item 13
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2. <input type="checkbox"/> <b>TERMINATION:</b> Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
--

3. <input checked="" type="checkbox"/> <b>ASSIGNMENT</b> (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 8 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
--

4. <input type="checkbox"/> <b>CONTINUATION:</b> Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
--

5. <input type="checkbox"/> <b>PARTY INFORMATION CHANGE:</b> Check <u>one</u> of these two boxes: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b
--

6. <b>CURRENT RECORD INFORMATION:</b> Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)
6a. ORGANIZATION'S NAME <b>Vomaris Wound Care, Inc.</b>
OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. <b>CHANGED OR ADDED INFORMATION:</b> Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME <b>Franklin Mountain Investments Limited Partnership</b>
OR 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS <b>123 W. Mills Suite 600</b>	CITY <b>El Paso</b>	STATE <b>TX</b>	POSTAL CODE <b>79901</b>	COUNTRY <b>US</b>
--	------------------------	--------------------	-----------------------------	----------------------

8. <input type="checkbox"/> <b>COLLATERAL CHANGE:</b> Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:
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9. <b>NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:</b> Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
OR 9b. INDIVIDUAL'S SURNAME <b>Stevens</b> FIRST PERSONAL NAME <b>Jeff</b> ADDITIONAL NAME(S)/INITIAL(S) <b>A.</b> SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
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2020-001-6719-0

**ARIZONA**  
**SECRETARY OF STATE**  
**03/01/22 13:52**  
**FILED**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Joshua W. Snider (915) 545-1133				
<b>B. E-MAIL CONTACT AT FILER (optional)</b> Jsnider@eplawyers.com				
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> <div style="display: flex; align-items: center;"> <div>           Return Acknowledgement to:            Capitol Services, Inc.            PO Box 1831            Austin, TX 78767            (800) 345-6647         </div> <div style="margin-left: 20px; border: 1px solid black; padding: 2px;">1275014.004</div> </div>				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
<b>1. INITIAL FINANCING STATEMENT FILE NUMBER</b> 2020-001-6719-0		<b>10. [ ] This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.</b> Filer: attach Financing Statement Form (UCC3) and provide Debtor's name in Item 12.		
<b>2. [ ] TERMINATION:</b> Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.				
<b>3. [X] ASSIGNMENT:</b> (all or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 8. For partial assignment, complete items 7 and 8 and also indicate affected collateral in Item 9.				
<b>4. [ ] CONTINUATION:</b> Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
<b>5. [ ] PARTY INFORMATION CHANGE:</b> Check <u>all</u> of these that apply: <span style="margin-left: 20px;">AND Check <u>one</u> of these that apply for:</span> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>This Change affects: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party or both</span> <span><input type="checkbox"/> CHANGE name and/or address: Complete Item 8a or 8b, and Item 7a or 7b and Item 7c</span> <span><input type="checkbox"/> ADD name: Complete Item 7a or 7b, and Item 7c</span> <span><input type="checkbox"/> DELETE name: Give reason name is to be deleted in Item 8a or 8b</span> </div>				
<b>6. CURRENT RECORD INFORMATION:</b> Complete for Party Information Change - provide only <u>one</u> name (a or b) (a) ORGANIZATION'S NAME				
OR (b) INDIVIDUAL'S SURNAME      FIRST PERSONAL NAME      ADDITIONAL NAME(S) (INITIALS)      SUFFIX				
<b>7. CHANGED OR ADDED INFORMATION:</b> Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) Give exact, full name; do not use, modify, or abbreviate any part of the Debtor's name. (a) ORGANIZATION'S NAME <b>Franklin Mountain Investments Limited Partnership</b>				
OR (b) INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S) (INITIALS)      SUFFIX				
<b>8. MAILING ADDRESS:</b> CITY      STATE      POSTAL CODE      COUNTRY <b>123 W. Mills Suite 600      El Paso      TX      79901      US</b>				
<b>9. [ ] COLLATERAL CHANGE:</b> <u>also</u> check <u>one</u> of these that apply: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:				
<b>12. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:</b> Provide only <u>one</u> name (12a or 12b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor. (a) ORGANIZATION'S NAME				
OR (b) INDIVIDUAL'S SURNAME      FIRST PERSONAL NAME      ADDITIONAL NAME(S) (INITIALS)      SUFFIX <b>Stevens      Jeff      A.</b>				
<b>10. OPTIONAL FILER REFERENCE DATA:</b>				

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

RECORDED: 03/08/2022

**PATENT**  
**REEL: 059539 FRAME: 0488**