

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8010397

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the PROPERTY NUMBER LISTED ON A SECURITY AND PLEDGE AGREEMENT previously recorded on Reel 041661 Frame 0222. Assignor(s) hereby confirms the REMOVAL OF PATENT NO. 6804412.

CONVEYING PARTY DATA

Name	Execution Date
OPE, LLC	01/30/2017

RECEIVING PARTY DATA

Name:	PF TECHNOLOGY PARTNERS, LLC
Street Address:	PO BOX 91206
City:	MOBILE
State/Country:	ALABAMA
Postal Code:	36691

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	14944859
Application Number:	14670197
Application Number:	14294212

CORRESPONDENCE DATA

Fax Number: (205)254-1999
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: 2052541036
Email: tebbert@maynardnexsen.com
Correspondent Name: C. BRANDON BROWNING
Address Line 1: 1901 6TH AVENUE NORTH
Address Line 2: SUITE 1700
Address Line 4: BIRMINGHAM, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	817248.00001
NAME OF SUBMITTER:	C. BRANDON BROWNING
SIGNATURE:	/C. Brandon Browning/
DATE SIGNED:	06/15/2023

Total Attachments: 22

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4265645

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AND PLEDGE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPE, LLC	01/30/2017
RECEIVING PARTY DATA	
Name:	PF TECHNOLOGY PARTNERS, LLC
Street Address:	PO BOX 91206
City:	MOBILE
State/Country:	ALABAMA
Postal Code:	36691
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6804412
Patent Number:	7747102
Patent Number:	8610839
Application Number:	14994859
Application Number:	14670197
Application Number:	14294212
CORRESPONDENCE DATA	
Fax Number:	(205)254-1999
<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:	205-254-1857
Email:	tebbert@maynardcooper.com
Correspondent Name:	BRAD WOOD
Address Line 1:	1901 SIXTH AVENUE NORTH
Address Line 2:	SUITE 2400
Address Line 4:	BIRMINGHAM, ALABAMA 35203
ATTORNEY DOCKET NUMBER:	17248.0001
NAME OF SUBMITTER:	BRAD WOOD
SIGNATURE:	/bradwood/
DATE SIGNED:	02/08/2017

SECURITY AND PLEDGE AGREEMENT

This Security and Pledge Agreement (this "Agreement") is entered into as of January 30, 2017 (the "Effective Date"), by and among PF Technology Partners, LLC, an Alabama limited liability company (the "Secured Party"), on the one hand, and OPē, LLC, a Delaware limited liability company (the "Company"), Barry W. Morgan, an individual resident of the State of Florida ("Morgan"), BM Investments LLC, an Alabama limited liability company ("BMI"), Wilderness Way Home LLC, a Florida limited liability company ("WWH"), Mountain Laurel Rest, Inc., a North Carolina corporation ("MLR"), and 7 Thunders LLC, an Alabama limited liability company ("7 Thunders") and, together with the Company, Morgan, BMI, WWH and MLR, the "Pledgors", on the other hand.

RECTIALS

A. The Secured Party, BMI, and the Company have entered into that certain Membership Unit Purchase and Redemption Agreement, dated as of the Effective Date (the "Purchase and Redemption Agreement"), pursuant to which (a) the Company issued the Redemption Promissory Note in the aggregate principal amount of [REDACTED] in favor of the Secured Party and (b) BMI issued the Purchase Promissory Note in the aggregate principal amount of [REDACTED] in favor of the Secured Party.

B. In order to induce the Secured Party to extend the credit evidenced by the Promissory Notes, the Pledgors have agreed to enter into this Agreement and to grant to the Secured Party the security interest in the Collateral described below.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Set forth on Exhibit A are the definitions of certain capitalized terms used in this Agreement, as well as cross-references to the applicable portions of this Agreement or other documents where certain other capitalized terms are defined.

2. **Grant of Security Interest; Covenant to Grant Mortgages.**

(a) As security for the Outstanding Amount under the Redemption Promissory Note, (i) the Company hereby assigns and pledges to the Secured Party, and grants to the Secured Party an Encumbrance on, all of the Company's right, title, and interest in and to the Company Assets, and (ii) 7 Thunders hereby assigns and pledges to the Secured Party, and grants to the Secured Party an Encumbrance on, all of 7 Thunders' right, title, and interest in and to the 7 Thunders Membership Units. Until the repayment in full of the Outstanding Amount under the Redemption Promissory Note, all "proceeds" (as defined in the UCC) in respect of the Redemption Promissory Note Collateral received by the Company or 7 Thunders and not pledged in accordance with this Section 2(a) are to be deemed to be included within and to be a part of the Redemption Promissory Note Collateral for the benefit of the Secured Party.

(b) As security for the Outstanding Amount under the Purchase Promissory Note, BMI hereby assigns and pledges to the Secured Party, and grants to the Secured Party an Encumbrance on, all of BMI's right, title, and interest in and to the BMI Membership Units. In addition, WWH and MLR hereby agree to promptly (but, in no event more than forty-five (45) days after the Effective Date) authorize, execute, deliver, and file such other documents and instruments necessary for the Secured Party to promptly (but, in no event, more than forty-five (45) days after the Effective Date) obtain second

mortgages on the [REDACTED] Property and the [REDACTED] Property, respectively, as security for the Outstanding Amount under the Purchase Promissory Note. Until the repayment in full of the Outstanding Amount under the Purchase Promissory Note, all "proceeds" (as defined in the UCC) in respect of the Purchase Promissory Note Collateral received by BMI, Morgan, WWH, or MLR and not pledged in accordance with this Section 2(b) are to be deemed to be included within and to be a part of the Purchase Promissory Note Collateral for the benefit of the Secured Party. Notwithstanding anything herein or in either of the Promissory Notes to the contrary, none of the Purchase Promissory Note Collateral, including without limitation the BMI Membership Units, are or shall be collateral for the Redemption Promissory Note or any other indebtedness of the Company, and upon any default or Event of Default under the Redemption Promissory Note the Secured Party shall have no rights to or against any of the Purchase Promissory Note Collateral, including without limitation the BMI Membership Units, with respect to such default or Event of Default under the Redemption Promissory Note.

(c) The Pledgors hereby authorize the filing of all financing statements, continuation statements, assignments, certificates, and other documents and instruments with respect to the Collateral pursuant to the UCC and otherwise necessary or reasonably requested by the Secured Party to perfect or from time to time to publish notice of, or continue or renew the Encumbrances granted under this Agreement (including such financing statements, continuation statements, assignments, certificates, and other documents and instruments necessary or reasonably requested to perfect an Encumbrance in any additional property or rights acquired after the date of this Agreement by any of the Pledgors or in any replacements, products, or proceeds thereof), in each case in form reasonably satisfactory to the Secured Party. The Pledgors shall pay the reasonable costs of filing the same in all public offices where filing is necessary or reasonably requested by the Secured Party and shall pay any and all recording, transfer, or filing taxes that are due in connection with any such filing. The Pledgors grant the Secured Party the right, at any time and in the Secured Party's sole and absolute discretion, and at the Pledgors' expense, to file any or all such financing statements, continuation statements, assignments, certificates, and other documents and instruments pursuant to the UCC and otherwise as the Secured Party reasonably deems necessary or desirable.

3. **Representations and Warranties.** Each of the Pledgors hereby represents and warrants to the Secured Party as follows with respect to such Pledgor and the portion of the Collateral such Pledgor is assigning and pledging to the Secured Party, and granting the Secured Party an Encumbrance on, pursuant to Section 2 (the representations and warranties of the Company and BMI set forth in the Purchase and Redemption Agreement, the Redemption Promissory Note, and the Purchase Promissory Note are incorporated into and made a part of this Agreement by reference to such representations and warranties to the same extent as though fully set forth in this Agreement):

(a) Such Pledgor is the owner of the applicable Collateral (or, in the case of after-acquired Collateral, at the time such Pledgor acquires rights in such after-acquired Collateral, such Pledgor will be the owner thereof), in each case free and clear of all Encumbrances other than Permitted Encumbrances.

(b) No financing statement covering the applicable Collateral or its proceeds is on file in any public office and there is no Encumbrance in or on the applicable Collateral other than Permitted Encumbrances.

(c) Upon filing of UCC financing statements in the appropriate filing offices, the Encumbrances granted pursuant to this Agreement with respect to the applicable Collateral will constitute (or in the case of after-acquired Collateral, at the time such Pledgor acquires rights in such after-acquired Collateral, will constitute) first-priority perfected liens on such applicable Collateral in favor of the

Secured Party (except that the liens on the [REDACTED] Property and the [REDACTED] Property shall be subject to the Permitted Encumbrances and shall not be first-priority).

(d) Such Pledgor has full power and authority to enter into this Agreement, to carry out such Pledgor's obligations under this Agreement, and to grant the Encumbrance on the applicable Collateral pursuant to this Agreement. Such Pledgor has taken all actions required to authorize the execution, delivery, and performance of this Agreement, and grant the Encumbrance on the applicable Collateral pursuant to this Agreement. This Agreement is a valid and binding agreement of such Pledgor, enforceable against such Pledgor in accordance with its terms, except to the extent that such enforcement is subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and remedies generally.

(e) The execution, delivery, and performance by such Pledgor of this Agreement do not conflict with, violate, or breach any agreement, instrument, order, judgment, decree, law, or governmental regulation to which such Pledgor is a party or is subject, and will not result in the creation or imposition of any Encumbrance on any of the applicable Collateral, except as contemplated by this Agreement. No governmental, administrative, or other third party consents or approvals are required to be obtained by such Pledgor in connection with the execution, delivery, and performance of this Agreement, and the grant of the Encumbrance on the applicable Collateral pursuant to this Agreement, by such Pledgor that has not already been obtained or waived.

4. **Covenants Relating to Collateral.** Each of the Pledgors hereby covenants to the Secured Party as follows with respect to such Pledgor and the portion of the Collateral such Pledgor is assigning and pledging to the Secured Party, and granting the Secured Party an Encumbrance on, pursuant to Section 2 (the covenants of the Company and BMI set forth in the Purchase and Redemption Agreement, the Redemption Promissory Note, and the Purchase Promissory Note are incorporated into and made a part of this Agreement by reference to such covenants to the same extent as though fully set forth in this Agreement):

(a) Such Pledgor shall perform all acts that are necessary to maintain, preserve, protect, and perfect the applicable Collateral and the security interest granted to the Secured Party in such applicable Collateral, including all acts necessary to register, file, monitor, protect, preserve, and enforce the Company's intellectual property rights.

(b) Such Pledgor shall not change such Pledgor's name or place of business (or, if such Pledgor has more than one place of business, such Pledgor's chief executive office), without written notice to the Secured Party.

(c) Such Pledgor shall comply with all material requirements of law relating to the production, possession, operation, maintenance, and control of the applicable Collateral.

(d) The applicable Collateral shall remain in such Pledgor's possession or control at all times at such Pledgor's risk of loss and be kept at the address provided in Section 7(d) for such Pledgor, where the Secured Party is entitled to inspect such applicable Collateral at any time, except for the temporary removal of such applicable Collateral in connection with the ordinary use of such applicable Collateral, or unless such Pledgor notifies the Secured Party in writing and the Secured Party consents in writing in advance of the removal of such applicable Collateral to another location.

(e) Such Pledgor shall pay prior to delinquency all taxes, charges, assessments, and Encumbrances against the applicable Collateral, except those such Pledgor is contesting in good faith and for which adequate accruals have been made, and upon such Pledgor's failure to do so after ten (10) days

prior written notice, the Secured Party, at the Secured Party's, option is permitted to pay any of them and will be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment will become part of the Outstanding Amount under the applicable Promissory Note secured by this Agreement and will be due and payable to the Secured Party by such Pledgor immediately and without demand.

(f) Such Pledgor shall, at such Pledgor's own expense, do, make, procure, execute, and deliver all acts, writings, documents, instruments, and assurances as the Secured Party reasonably requests at any time and from time to time.

(g) Except in the ordinary course of business, such Pledgor shall not sell, lend, rent, lease, or otherwise dispose of the applicable Collateral or any interest therein, except as authorized in this Agreement or in writing by the Secured Party, and such Pledgor shall keep the applicable Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from Encumbrances.

(h) Such Pledgor shall execute and deliver alone or with the Secured Party any document or instrument, or procure any document or instrument, and pay all connected costs reasonably incurred, necessary to protect the Encumbrance granted under this Agreement with respect to the applicable Collateral against the rights or interests of other persons or entities.

(i) Such Pledgor shall at all times keep the proceeds of the applicable Collateral separate and distinct from other property of such Pledgor and shall keep accurate and complete records of the applicable Collateral and the proceeds of such applicable Collateral.

(j) Such Pledgor shall maintain (or shall cause such Pledgor's lessees to maintain) insurance at all times with respect to all applicable Collateral against risks of fire, theft, and such other risks as the Secured Party requires. Such Pledgor shall furnish the Secured Party with evidence of compliance with the foregoing insurance provisions. The Secured Party is entitled to act as attorney-in-fact for such Pledgor in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts drawn by insurers of the applicable Collateral. The Secured Party is entitled to apply any proceeds of such insurance that is received by the Secured Party in payment on account of the Outstanding Amount under the applicable Promissory Note secured by this Agreement, whether due or not.

5. **Authorized Action by the Secured Party.** Subject to the rights of the current lenders with first lien mortgages on the [REDACTED] Property and the [REDACTED] Property, each of the Pledgors hereby irrevocably appoints the Secured Party as such Pledgor's attorney-in-fact and agrees that the Secured Party is entitled to perform any act that such Pledgor is obligated by this Agreement to perform, and to exercise such rights and powers as such Pledgor could exercise with respect to the Collateral, including the right to:

(a) collect by legal proceeding or otherwise and endorse, receive, and receipt for all dividends, interest, payments, proceeds, and other sums and property now or hereafter payable on or on account of the Collateral;

(b) enter into any extension, reorganization, deposit, or other agreement pertaining to, or deposit, surrender, accept, hold, or apply other property in exchange for, the Collateral;

(c) insure, process, and preserve the Collateral;

(d) make any compromise or settlement, and take any action the Secured Party deems advisable, with respect to the Collateral;

- (e) pay any indebtedness of such Pledgor relating to the Collateral;
- (f) file UCC financing statements and other documents, instruments, and agreements required by this Agreement; and
- (g) sell, transfer, pledge, and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner of the Collateral for all purposes, and to do, at the Secured Party's option and such Pledgor's expense, at any time, or from time to time, all acts and things that the Secured Party deems necessary to protect, preserve, or realize upon the Collateral and the Encumbrances of the Secured Party on the Collateral, and to effect the intent of this Agreement, all as fully and effectively as such Pledgor could do;

provided, however, that the Secured Party shall not exercise any such powers prior to an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Each of the Pledgors agrees to reimburse the Secured Party promptly upon demand for any reasonable costs and expenses, including reasonable attorneys' fees, that the Secured Party incurs while acting as such Pledgor's attorney-in-fact under this Agreement, all of which costs and expenses are included in the Outstanding Amount under the applicable Promissory Note and will bear interest at the Default Rate. It is further agreed and understood between the Parties that such care as the Secured Party gives to the safekeeping of the Secured Party's own property of like kind and in accordance with Section 9-207 of the UCC constitutes reasonable care of the Collateral when in the Secured Party's possession; provided, however, that the Secured Party is not required to make any presentment, demand, or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person or entity in connection with the Outstanding Amount under either of the Promissory Notes or with respect to the Collateral.

6. **Remedies Upon Default.**

(a) If an Event of Default under either of the Promissory Notes occurs and is continuing and the Outstanding Amount under the applicable Promissory Note has become due and payable, the Secured Party is permitted to exercise, in addition to all other rights and remedies granted to the Secured Party in this Agreement, the Purchase and Redemption Agreement, and the applicable Promissory Note, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, each of the Pledgors expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement, or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon such Pledgor or any other person or entity (all and each of which demands, advertisements, and/or notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), is permitted to forthwith collect, receive, appropriate, and realize upon the applicable Collateral, or any part of the applicable Collateral, and/or is permitted to forthwith sell, lease, assign, give an option or options to purchase, or sell, or otherwise dispose of and deliver the applicable Collateral (or contract to do so), or any part of the applicable Collateral, in one or more parts at public or private sale or sales, at any exchange or broker's board, or at any of the Secured Party's offices or elsewhere at such prices as the Secured Party deems best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party has the right upon any such public sale or sales, and, to the extent permitted by applicable law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption each of the Pledgors hereby releases. Each of the Pledgors further agrees, at the Secured Party's request and at such Pledgor's expense, to assemble the applicable Collateral and make the applicable Collateral available to the Secured Party at places that the Secured Party reasonably selects, whether at such Pledgor's premises or elsewhere. The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization, or sale, as

provided in this Section 6(a). The applicable Pledgor will remain liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the Secured Party of any other amount required by any provision of applicable law, need the Secured Party account for the surplus, if any, to such applicable Pledgor. To the maximum extent permitted by applicable law, each of the Pledgors waives all claims, damages, and demands against the Secured Party arising out of the repossession, retention, or sale of the Collateral, except such as arise out of the gross negligence of the Secured Party. Each of the Pledgors agrees that the Secured Party need not give more than ten (10) days prior notice of the time and place of any public sale or of the time after which a private sale will take place and that such notice is reasonable notification of such matters.

(b) The Secured Party is permitted at any time, upon the occurrence of any Event of Default (whether or not waived), after first giving the applicable Pledgor five (5) days prior written notice of the Secured Party's intention to do so, open such Pledgor's mail and collect any and all amounts due on accounts. In addition, the Secured Party is permitted to enforce payment of any accounts, contracts, and instruments, prosecute any action or proceeding with respect thereto, extend the time of payment thereof, make allowances and adjustments with respect thereto, and issue credits against the same, all in the name of the Secured Party or the applicable Pledgor, and settle, compromise, extend, renew, release, terminate, or discharge, in whole or in part, any account, contract, or instrument, all as the Secured Party deems advisable.

(c) Each of the Pledgors hereby waives presentment, demand, protest, or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any of the Collateral.

(d) The Secured Party shall distribute the proceeds of any collection, recovery, receipt, appropriation, realization, or sale, as provided in Section 6(a), upon all or any part of the Collateral in the following order of priorities:

(i) First, to the Secured Party in an amount sufficient to pay in full the reasonable expenses of the Secured Party in connection with such collection, recovery, receipt, appropriation, realization, or sale, including all expenses, liabilities, and advances incurred or made by the Secured Party in connection therewith, including reasonable attorney's fees, paralegal charges, and court costs (including for appeals);

(ii) Second, to the Secured Party in an amount equal to the Outstanding Amount secured by such Collateral; and

(iii) Lastly, upon payment in full of all of the Outstanding Amount secured by such Collateral, to pay to the Pledgor that assigned and pledged to the Secured Party, and granted the Secured Party an Encumbrance on, pursuant to Section 2, such Collateral or such Pledgor's representatives or as a court of competent jurisdiction directs, any surplus then remaining from such proceeds.

7. Miscellaneous.

(a) Survival. All representations, warranties, covenants, and agreements of the Pledgors contained in this Agreement are to survive the execution and delivery of this Agreement.

(b) Further Assurance. From time to time, the Pledgors shall execute and deliver to the Secured Party such additional documents and instruments, and shall provide such additional information as the Secured Party reasonably requests to carry out the terms of this Agreement.

(c) Expenses. Each Party shall bear such Party's respective expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of such Party's representatives. Notwithstanding the foregoing, if any Pledgor fails to comply with any material provision of this Agreement, such Pledgor shall pay to the Secured Party, on demand, such further amounts as are sufficient to cover the reasonable costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the Secured Party in enforcing any of the Secured Party's rights under this Agreement.

(d) Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and are to be deemed to have been duly given when (i) delivered by hand with written confirmation of receipt, (ii) sent by facsimile with confirmation of transmission by the transmitting equipment during regular business hours, or if not during regular business hours, the next business day, (iii) sent by electronic mail during regular business hours, or if not during regular business hours, the next business day, (iv) received or rejected by the addressee, if sent by certified mail, return receipt requested, or (v) received or rejected by the addressee, if sent by a nationally recognized overnight delivery service, return receipt requested, in each case to the appropriate addresses or facsimile numbers set forth below (or to such other addresses or facsimile numbers as a Party designates by notice to the other Parties in accordance with this Section 7(d)):

If to the Secured Party:

PF Technology Partners, LLC

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

with a copy to (which does not constitute notice to the Secured Party):

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to the Company:

OPē, LLC

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to BMI, Morgan, WWH, or MLR:

Barry W. Morgan

[Redacted]
[Redacted]
[Redacted]

with a copy to (which does not constitute notice to BMI, Morgan, WWH or MLR):

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

If to 7 Thunders:

7 Thunders LLC

[Redacted]
[Redacted]
[Redacted]
[Redacted]

(e) Assignment; Third Party Beneficiaries. Except as otherwise expressly provided for in this Agreement, neither this Agreement nor any of the rights, interests, or obligations under this Agreement are to be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties. This Agreement is to be binding upon and is to inure to the benefit of the Parties and their respective successors and assigns as permitted under this Agreement. No person or entity other than the Parties is entitled to bring any action to enforce any provision of this Agreement against any of the Parties, and the covenants and agreements set forth in this Agreement are solely for the benefit of, and are enforceable only by, the Parties or their respective successors and assigns as permitted under this Agreement. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

(f) Entire Agreement; Amendment. This Agreement and the other documents contemplated by, or to be delivered pursuant to, this Agreement, including the Purchase and Redemption Agreement and the Promissory Notes, constitute the entire agreement between the Parties and supersede all prior agreements, whether written or oral, between the Parties with respect to the subject matter hereof and thereof. The Parties are not permitted to amend this Agreement, except by a written agreement signed by the Parties. No course of dealing between or among any persons or entities having any interest in this Agreement is to be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any person or entity under or by reason of this Agreement.

(g) Waiver. Neither the failure nor any delay by any of the Parties in exercising any right under this Agreement is to operate as a waiver of such right, and no single or partial exercise of any such right is to preclude any other or further exercise of such right or the exercise of any other right. No waiver of any of the provisions of this Agreement is to be deemed or is to constitute a waiver of any other provisions of this Agreement, whether or not similar, nor is any waiver to constitute a continuing waiver.

(h) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction is to be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

(i) Governing Law; Submission to Jurisdiction.

(i) This Agreement, as well as all matters in dispute among the Parties, whether arising from or relating to this Agreement or arising from or relating to alleged extra-contractual facts prior to, during, or subsequent to this Agreement, including fraud, misrepresentation, negligence, or any other alleged tort or violation of this Agreement, regardless of the legal theory upon which such matter is asserted, are to be governed by, construed under, and enforced in accordance with the laws of the State of Delaware without regard to any conflicts of laws principles, rules, or regulations that would require the application of any other law.

(ii) Any dispute, controversy, or question of interpretation arising under, out of, in connection with, or in relation to this Agreement or any amendments to this Agreement, or any breach or default under this Agreement, shall be litigated in either a Federal court located in the State of Delaware or the Delaware Court of Chancery, to the extent legally permissible. Each of the Parties hereby irrevocably submits to the jurisdiction of any such court. Each Party hereby irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum to the maintenance of any such action in any such court.

(j) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE TRANSACTIONS, WHETHER NOW OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. ANY PARTY IS PERMITTED TO FILE A COPY OF THIS SECTION 7(j) WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT AMONG THE PARTIES TO IRREVOCABLY WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER AMONG THE PARTIES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IS INSTEAD TO BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(k) Enforcement of Agreement; Remedies. Each of the Parties agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement is not performed in accordance with its specific terms and that any breach of this Agreement by a Party could not be adequately compensated by monetary damages. Accordingly, each of the Parties agrees that, in addition to any other right or remedy to which a Party is entitled, at law or in equity, a Party is entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary, and permanent injunctive relief to prevent breaches or threatened breaches of the provisions of this Agreement, without posting any bond or other undertaking or proving damages. The rights and remedies of the Parties, including those contemplated by this Section 7(k), are cumulative and not alternative.

(l) Counterparts; Execution of Agreement. The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy

of this Agreement and all of which, when taken together, are to be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission is to constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission are to be deemed to be their original signatures for all purposes.

(m) Rules of Construction.

(i) Except as otherwise explicitly specified in this Agreement to the contrary, (A) references to a Section or an Exhibit means a Section of, or an Exhibit to, this Agreement, unless another agreement is specified, (B) the headings of Sections and Exhibits are provided for convenience only and are not to affect the construction or interpretation of this Agreement, (C) the word “including” is to be construed as “including, without limitation,” (D) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole, (E) words in the singular or plural form include the plural and singular form, respectively, (F) pronouns are to be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or entity requires, (G) the words “asset” and “property” are to be construed to have the same meaning and effect and to refer to all tangible and intangible assets and properties, including cash, securities, accounts, contract rights, and real and personal property, (H) references to a particular person or entity include such person’s or entity’s successors and permitted assigns, (I) references to a particular statute, rule, or regulation include all rules and regulations thereunder and any predecessor or successor statutes, rules, or regulations, in each case as amended or otherwise modified from time to time, (J) references to a particular agreement, document, instrument, or certificate mean such agreement, document, instrument, or certificate as amended, supplemented, or otherwise modified from time to time if permitted by the provisions thereof, (K) references to “Dollars” or “\$” are references to United States Dollars, (L) an accounting term not otherwise defined in this Agreement has the meaning ascribed to such term in accordance with United States generally accepted accounting principles, (M) references to “written” or “in writing” include electronic form, and (N) any reference in this Agreement to a “day” or a number of “days” (without explicit reference to “business days”) is to be interpreted as a reference to a calendar day or number of calendar days.

(ii) If any period for giving notice or taking action under this Agreement expires on a day that is not a business day, the time period is to be automatically extended to the business day immediately following such day. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period is to be excluded.

(iii) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the Parties and no presumption or burden of proof is to arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(iv) The recitals to this Agreement and the Exhibits are hereby incorporated into and made a part of this Agreement by reference to such recitals and Exhibits, respectively, to the same extent as though fully set forth in this Agreement.

[Signature Pages Follow]

Each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized representative of such Party to duly execute this Agreement on such Party's behalf, in each case, as of the Effective Date.

SECURED PARTY:

PF Technology Partners, LLC

By: [Signature]
Name: Francis B. Goodwin Jr
Title: Administrative Manager

COMPANY:

OPe, LLC
By: PF Technology Partners, LLC as Manager
By: [Signature]
Name: Francis B. Goodwin Jr
Title: Administrative Manager

BMI:

BM Investments LLC

By: _____
Name: _____
Title: _____

MORGAN:

Barry W. Morgan

WWH:

Wilderness Way Home LLC

By: _____
Name: _____
Title: _____

[Signature Page to Security and Pledge Agreement]

Each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized representative of such Party to duly execute this Agreement on such Party's behalf, in each case, as of the Effective Date.

SECURED PARTY:

PF Technology Partners, LLC

By: _____
Name: _____
Title: _____

COMPANY:

OPē, LLC

By: _____
Name: _____
Title: _____

BMI:

BM Investments LLC

By: Barry W. Morgan
Name: Barry W. Morgan
Title: president / manager

MORGAN:

Barry W. Morgan
Barry W. Morgan

WWH:

Wilderness Way Home LLC

By: Barry W. Morgan
Name: Barry W. Morgan
Title: president

MLR:

Mountain Laurel Rest, Inc.

By: *Barry W Morgan*
Name: *Barry W Morgan*
Title: *president*

7 THUNDERS:

7 Thunders LLC

By: _____
Name: _____
Title: _____

MLR:

Mountain Laurel Rest, Inc.

By: _____
Name: _____
Title: _____

7 THUNDERS:

7 Thunders LLC


By: 
Name: Aaron Smith
Title: Manager

Exhibit A

Definitions

“7 Thunders” is defined in the introductory paragraph of this Agreement.

“7 Thunders Membership Units” means the [REDACTED] Membership Units held by 7 Thunders as of the Effective Date and all additional Membership Units issued to 7 Thunders on or after the Effective Date, together with all proceeds thereof and all cash, additional securities (including Membership Units), and other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any or all of such Membership Units.

“Agreement” is defined in the introductory paragraph of this Agreement.

“BMI Membership Units” means the [REDACTED] Membership Units held by BMI as of the Effective Date and all additional Membership Units issued to BMI on or after the Effective Date, together with all proceeds thereof and all cash, additional securities (including Membership Units), and other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any or all of such Membership Units.

“Collateral” means the Redemption Promissory Note Collateral and the Purchase Promissory Note Collateral.

“Company” is defined in the introductory paragraph of this Agreement.

“Company Assets” is defined on Exhibit B.

“Default Rate” is defined in each of the Redemption Promissory Note and the Purchase Promissory Note, as applicable.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Encumbrance” is defined in the Purchase and Redemption Agreement.

“Event of Default” is defined in each of the Redemption Promissory Note and the Purchase Promissory Note, as applicable.

“Membership Unit” is defined in that certain Amended and Restated Limited Liability Company Agreement of the Company, effective as of January 1, 2015, by and among the Company and the manager and members of the Company signatories thereto.

“MLR” is defined in the introductory paragraph of this Agreement.

“Morgan” is defined in the introductory paragraph of this Agreement.

“Outstanding Amount” is defined in each of the Redemption Promissory Note and the Purchase Promissory Note, as applicable.

“Parties” means the Secured Party and the Pledgors.

“Permitted Encumbrances” means (a) the existing first lien mortgage on the [REDACTED] Property securing indebtedness in the amount of up to [REDACTED], and (b) the first lien mortgage to be

placed on the [REDACTED] Property within thirty-five (35) days following the Effective Date securing indebtedness in the amount of up to [REDACTED].

“Pledgors” is defined in the introductory paragraph of this Agreement.

“Promissory Notes” mean the Redemption Promissory Note and the Purchase Promissory Note.

“Purchase and Redemption Agreement” is defined in the recitals to this Agreement.

“Purchase Promissory Note” is defined in the Purchase and Redemption Agreement.

“Purchase Promissory Note Collateral” means the BMI Membership Units, the [REDACTED] Property, and the [REDACTED] Property.

“Redemption Promissory Note” is defined in the Purchase and Redemption Agreement.

“Redemption Promissory Note Collateral” means the Company Assets and the 7 Thunders Membership Units.

“[REDACTED] Property” means that certain property (together with all buildings, improvements, and component parts thereon and all appurtenances and rights thereto) located at [REDACTED].

“[REDACTED] Property” means that certain property (together with all buildings, improvements, and component parts thereon and all appurtenances and rights thereto) located at [REDACTED].

“Secured Party” is defined in the introductory paragraph of this Agreement.

“UCC” means the Uniform Commercial Code as in effect in the State of Delaware (or such other applicable jurisdiction) from time to time.

“WWH” is defined in the introductory paragraph of this Agreement.

Exhibit B

Definition of Company Assets

For purposes of this Agreement, the term “Company Assets” means all of the Company’s right, title, and interest in and to all of the Company’s assets, including the following:

(a) all “accounts” (as defined in the UCC), contracts and contract rights including (i) rights of the Company to receive moneys due and to become due under or pursuant to any contract (whether as contractual obligations, damages or otherwise), (ii) all rights of the Company to receive any proceeds of any insurance, indemnity, warranty, or guarantee with respect to any contract, (iii) all rights of the Company with respect to claims, rights, powers, or privileges under any contract, (iv) all rights of the Company to terminate, amend, supplement, or modify any contract, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, (v) all rights of the Company under each contract to make determinations, to exercise any election (including the election of remedies) or option, or to give or receive any notice, consent, waiver, or approval, together with full power and authority with respect to any contract to demand, receive, enforce, collect, or provide receipt for any of the foregoing rights or any property the subject of any of the contracts, to enforce or execute any checks, or other instruments or orders, to file any claims, and to take any action that may be necessary or advisable in connection with any of the foregoing, and (vi) the rights of the Company to payment for goods or other property sold or leased or services performed by the Company, chattel paper, documents, and instruments of the Company, in all cases whether now owned or hereafter created and whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all of the Company’s right, title, and interest in and to any goods, services, or property represented by the foregoing prior to the sale thereof, and all rights of the Company now or hereafter existing in and to all security agreements, guaranties, leases, letters of credit, guarantees, and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, and instruments;

(b) all “general intangibles” (as defined in the UCC) now owned or hereafter acquired by the Company; all rights now owned or hereafter acquired under and in trademarks, patents, patentable inventions, copyrights, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source and business identifiers, trademark and patent registrations and applications for registration used at or relating to any part of the Company’s business whether now owned or hereafter acquired; all renewals, extensions, and continuations-in-part of the items referred to above; any written agreements granting to the Company any right to use any trademark or trademark registration at or in connection with the Company’s business; and the right of the Company to sue for past, present, and future infringements of the foregoing; and the right in the name and on behalf of the Company to appear in and defend any action or proceeding brought with respect to any part of the Company’s real or personal property and to commence any action or proceeding to protect the interest of the Company in such Company Assets;

(c) the Company’s entire right, title and interest to the third party software licensed by the Company relating to or used in connection with the Company’s business now owned or hereafter acquired, including any related documentation and user materials, and the Company’s rights under all related warranties; all of the software (including all prior and subsequent versions thereof), in object and source formats, relating to or used in connection with the Company’s business, including: (i) all inventories of computer program code (in all media) for said software; (ii) any related documentation and user materials; and (iii) the Company’s rights under all related warranties; all of the technical data and know-how now owned or hereafter acquired, including research, product plans, markets, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings, and business strategies, used in and material to, or necessary for the operation of, the Company’s business;

(d) all books, records, writings, design documents, computer programs, printouts, and other computer materials and records, data bases, software, information, and other property relating to, used or useful in connection with, the Company's business now owned or hereafter acquired;

(e) all "equipment" (as defined in the UCC) relating to, used or useful in connection with, the Company's business, now owned or hereafter acquired by the Company, and, in any event, including all machinery, equipment, furnishings, fixtures, vehicles, computers and other electronic data-processing and office equipment now owned or hereafter acquired by the Company and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed thereon or affixed thereto;

(f) all "inventory" (as defined in the UCC) relating to, used, or useful in connection with, the Company's business, now owned or hereafter acquired by the Company, and wherever located, and, in any event, including all inventory, merchandise, goods, and other personal property now owned or hereafter acquired by the Company that are held for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Company's business, or the processing, packaging, delivery, or shipping of the same, and all finished goods;

(g) to the extent not otherwise included in any of the classes or categories enumerated above, all "equipment," "inventory," "documents," "instruments," "securities" and "chattel paper" (as each of such terms is defined in the UCC) relating to the Company Assets, now owned or hereafter acquired;

(h) all personal property of whatever kind or nature whatsoever now owned or hereafter acquired, including personal property used in the operation of the Company's business;

(i) to the extent not otherwise included in any of the foregoing classes or categories of personal property, all proceeds (including all "proceeds" (as defined in the UCC) and all cash and non-cash proceeds as referred to in Section 552 of the United States Bankruptcy Code) and products therefor, all additions and accessions thereto, substitutions therefor and replacements thereof, and profits of or from any of the foregoing now owned or hereafter acquired;

(j) all motor vehicles and all rights under equipment leases and all bills of lading and warehouse receipts relating to the Company Assets now owned or hereafter acquired; and

(k) any and all additions and accessions to the Company Assets, and all proceeds thereof, including proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including all awards, all insurance proceeds, including any unearned premiums or refunds of premiums on any insurance policies covering all or any part of the Company Assets and the right to receive and apply the proceeds of any insurance, or of any judgments or settlements made in lieu thereof for damage to or diminution of the Company Assets.

Schedule 2.1(i)

Company IP

Company IP:

- U.S. Patents and Patent Applications
 - Patent Number: 6804412; Issue Date: 2004-10-12
 - Patent Number: 7747102; Issue Date: 2010-06-29
 - Patent Number: 8610839; Issue Date: 2013-12-17
 - Application Number: 14/994,859; Filing Date: 01/13/2016; Attorney Docket Number: A221269
 - Application Number: 14/670,197; Filing Date: 03/26/2015; Attorney Docket Number: A214796; Confirmation Number: 9768
 - Application Number: 14/294,212; Filing Date: 06/03/2014; Attorney Docket Number: A206277; Confirmation Number: 4349
- Foreign Patent Documents
 - Foreign Document Number: 2014087126; Publication Date: 2014-06-12

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]