

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Keraplast Technologies, LLC		05/11/2010	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

Name:	KMS Ventures, Inc.
Street Address:	1301 West 25th Street
Internal Address:	Suite 300
City:	Austin
State/Country:	TEXAS
Postal Code:	78705
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	75827863	KERAPLAST
Serial Number:	75827497	KERAPLAST
Serial Number:	75827494	KERAPLAST
Serial Number:	75827495	KX
Serial Number:	75827496	KX
Serial Number:	75827858	KX
Serial Number:	75827865	KX
Serial Number:	77864781	FUNCTIONAL KERATIN
Serial Number:	77864820	FUNCTIONALIZED KERATIN
Serial Number:	77864857	KERAFILM
Serial Number:	77865624	KERAFLEX
Serial Number:	77864843	KERAGEL
Serial Number:	77969139	KERAHEAL

CH \$440.00 75827863

Serial Number:	77865634	KERAMATRIX
Serial Number:	77865608	KERASORB
Serial Number:	76567344	KERATEC
Serial Number:	78709134	KERATEC

**CORRESPONDENCE DATA**

Fax Number: (713)615-5803  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 713-758-1105  
Email: sbrown@velaw.com  
Correspondent Name: W. Scott Brown  
Address Line 1: 1001 Fannin Street  
Address Line 2: 2500 First City Tower  
Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	KOZ500/64000
NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/
Date:	06/04/2010

**Total Attachments: 24**  
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## SECOND AMENDED AND RESTATED SECURITY AGREEMENT

This Second Amended and Restated Security Agreement (this "**Agreement**") is made as of May 11, 2010 ("**Effective Date**") by and between Keraplast Technologies, LLC, a Texas limited liability company ("**Borrower**"), and KMS Ventures, Inc., a Texas corporation (the "**Secured Party**"), as an amendment and restatement of that certain Amended and Restated Security Agreement dated as of October 24, 2006 (the "**A&R Agreement**"), which was an amendment and restatement of that Security Agreement executed by the parties as of April 5, 2002 (the "**Original Agreement**").

### RECITALS

A. Borrower has previously executed and delivered (i) that certain Second Amended, Renewed and Extended Promissory Note dated July 1, 2005, payable to the order of Secured Party, in the original principal amount of One Million, Three Hundred Three Thousand, Five Hundred Six and 85/100 Dollars (\$1,303,506.85) (which amended, renewed and extended that certain Promissory Note dated as of April 5, 2002 payable to the order of Secured Party in the original principal amount of \$1,000,000), as amended by that certain amended, renewed and extended promissory note dated July 1, 2005, in the principal amount of \$1,303,506.85, and as amended by that certain Renewal Amendment to Note dated September 1, 2007, that certain Renewal Amendment to Note dated as of October 31, 2008 and that certain Renewal Amendment to Note dated as of May 22, 2009, (the "**Original Note**") and (ii) that certain Warrant Agreement between Borrower and Secured Party dated as of the Effective Date of the Original Agreement (the "**Warrant**").

B. Secured Party has previously lent certain funds to Borrower specifically described in the appendix styled "Schedule of Debt" attached hereto and referred to herein as "**Prior Debt**".

C. On the Effective Date, Borrower will execute and deliver (i) that certain Second Amended, Renewed and Extended Promissory Note dated as of the Effective Date in the original principal amount of One Million, Three Hundred Three Thousand, Five Hundred Six and 85/100 Dollars (\$1,303,506.85) which note amends, renews and extends the Original Note and (ii) that certain Third Amended, Renewed and Extended Promissory Note dated as of the Effective Date in the original principal amount of Six Hundred Ninety-Four Thousand Two Hundred Twenty-Six and 02/100 Dollars (\$694,226.02) which note amends, renews and extends the Prior Debt (such Amended, Renewed and Extended Notes are referred to herein, collectively, as the "**Notes**").

D. In order to induce Secured Party to continue to make advances to Borrower pursuant to the Notes following the conversion described in recital E, Borrower agrees to grant a security interest in the Collateral (as hereinafter defined) to Secured Party for purposes of securing the obligations of Borrower to Secured Party.

E. On and prior to the Effective Date, Borrower has existed in the organizational form of a Texas limited partnership with the name "Keraplast Technologies, Ltd." On the

Effective Date, the conversion of Borrower into the organizational form of a Texas limited liability company will take effect. In accordance with Section 10.106 of the Texas Business Organizations Code, when the conversion takes effect, the liabilities and obligations of Borrower as the converting entity, including, without limitation, all liabilities and obligations of Borrower arising under or pursuant to the Original Agreement, the Notes and the Warrants continue to be liabilities and obligations of the converted entity in the new organizational form without impairment or disruption. In connection with the foregoing, the Secured Party desires to amend and restate the A&R Agreement in its entirety to properly reflect the new name and organizational information for the Borrower as a result of such conversion.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Borrower's present or future indebtedness, obligations and liabilities to Secured Party, including those evidenced by the Notes and the Prior Debt, Borrower hereby grants, assigns, transfers, and conveys a security interest to Secured Party, as security, but not as an ownership interest, in and to Borrower's entire right, title and interest in, to and under the following (all of which shall collectively be called the "**Collateral**"):

(a) All Company Technology (as hereafter defined);

(b) All patents, patent applications, and rights to patents whether domestic or foreign, all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing, and all information, inventions and discoveries covered thereby, together with all provisionals, divisions, continuations, continuations in part, reissues, reexaminations or extensions thereof, including without limitation the patents and patent applications set forth on Exhibit A attached hereto, whether now owned or hereafter acquired, all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing, and all products and proceeds of the foregoing, including, without limitation, any claim against third parties for past, present or future infringement of any of the foregoing (collectively, the "**Patents**");

(c) All trademark, tradename and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, whether now owned or hereafter acquired, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and the entire goodwill of the business connected with the use of and symbolized by such trademarks, tradenames and servicemarks, including without limitation those set forth on Exhibit B attached hereto, and the right to recover for all past, present, and future infringement thereof, and all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing (collectively, the "**Trademarks**"); provided, however, that Secured Party shall not acquire any interest in any federal intent to use application for a trademark, servicemark, or other mark filed prior to the filing under applicable law of a verified statement of use (or equivalent) for such mark that is the subject of such application (unless Secured Party concurrently succeeds to the business, or portion thereof, to which such mark pertains, if that business is ongoing and existing);

(d) All copyrights, software, computer programs and other works of authorship subject to (or capable of becoming subject to) copyright protection and like protection, whether or not registered in the United States Copyright Office together with all renewals, modifications and extensions thereof, the right to recover for all past, present, and future infringements thereof, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto, whether now owned or hereafter acquired (the “**Copyrights**”), and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all income, licenses, royalties, damages, profits, and payments relating to or payable under any of the foregoing,;

(e) All present and future license agreements with respect to the Patents, the Copyrights, the Trademarks, and/or Company Technology, including without limitation the license agreements listed in Exhibit C to this Agreement (the “**Licenses**”);

(f) All accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Patents, Copyrights, Trademarks, and/or Company Technology;

(g) All claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of any of the intellectual property rights identified above;

(h) All amendments, extensions, renewals and extensions of any of the Patents, Copyrights or Trademarks;

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(j) All personal property and fixture property of every kind and nature including, without limitation, all accounts, chattel paper (whether tangible or electronic), goods (including inventory, equipment, and any accessions thereto), software, instruments, investment property, documents, deposit accounts, money, commercial tort claims, letters of credit or letter-of-credit rights, supporting obligations, tax refunds, and general intangibles (including payment intangibles) each as defined in Chapter 9 of the Uniform Commercial Code as enacted in the State of Texas or other applicable jurisdiction, as amended at the time in question (the “**UCC**”);

(k) All present and future distributions, income, increases, profits, combinations, reclassifications, improvements, proceeds and products of, accessions, attachments, and other additions to, and substitutes and replacements for, all or part of the Collateral described above;

The term “**Company Technology**” means all keratin based biomaterials and associated materials, information and related products used or contemplated to be used in or by, or necessary to the operation or conduct of, the Borrower’s business (e.g., including but not limited to development, manufacturing, use, marketing, distribution, licensing or sale of the Borrower’s products and technology and services, irrespective of whether current or under development) as presently conducted or as contemplated to be conducted by the Borrower together with all Documentation, Patent Rights, Trade Secrets, Research Results and Other

Technology Rights; "**Documentation**" means all materials and information regardless of medium associated with any Company Technology including, without limitation, compilations of data, lab note books, reports, specifications, designs, manuals, and training materials; "**Patent Rights**" means all rights with respect to any and all Patents; "**Trade Secrets**" means anything (e.g., information, compilation, design, process, procedure, formula, pattern, improvement or device) related to the Company Technology maintained in secrecy or which would give or would be expected to give its owner or licensee an opportunity to obtain an advantage over a competitor who does not know, or have use of, it; "**Research Results**" means all information, inventions and discoveries related to the Company Technology including all technical data, production data, designs, test data and results, flow charts, drawings, designs, graphs, diagrams, algorithms, ideas, formulas, processes, know how and techniques; and "**Other Technology Rights**" means all rights in technical information, know how, process, procedure, composition, device, products, method, copyrights, licenses, general intangibles, formula, protocol, technique, software design, and drawing data relating to the Company Technology.

2. **Authorization and Request.** Borrower hereby acknowledges and agrees that this Agreement may, at the Secured Party's discretion, be recorded with the Register of Copyrights, the Commissioner for Patents, Commissioner for Trademarks, the Texas Secretary of State and other governmental offices as required to perfect the security interest set forth herein.

3. **Covenants, Representations and Warranties.** Borrower represents, warrants, covenants and agrees as follows.

(a) Borrower is now the sole owner of the Collateral free and clear of any liens including without limitation any pledges, assignments, licenses, user agreements and covenants not to sue third party(ies), except only for licenses granted by Borrower to its customers in the ordinary course of business and liens created by this Agreement and similar security agreements between Borrower and other secured parties under such security agreements, which secured parties are, with the Secured Party hereunder, parties to an Intercreditor Agreement (if any);

(b) Each employee, agent and/or independent contractor who has participated in the discovery, conception, reduction to practice, development or creation of the property constituting the Collateral either executed an assignment of his or her entire right, title and interest in, to and under such property to Borrower, to the extent that Borrower does not already own such rights by operation of law;

(c) All of Borrower's present and future software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection (if any) the sale, licensing or other disposition of which results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower (collectively, "**Receivables**"), have not been registered with the United States Copyright Office, but, Borrower shall make application to have such works of authorship registered as set forth in Section 3(j);

(d) Borrower shall ensure that its employees assign, and shall undertake all reasonable measures to cause its agents and independent contractors to assign to Borrower their entire right, title and interest in, to and under property that may constitute the collateral. True and correct copies of all such assignments have been provided to Secured Party. Each current and

former employee and consultant of Borrower has executed a written proprietary information and inventions agreement, and a complete and current copy thereof has been delivered to the Secured Party;

(e) Performance of this Agreement does not materially impair Borrowers right under any third party intellectual property and does not conflict with or result in a breach of any agreement to which Borrower is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the Borrower's rights as licensee thereunder to Secured Party without the third party licensor's or other party's consent and this Agreement constitutes such a prohibited assignment and provided that Borrower has obtained all required consents (if any) and delivered copies thereof to the Secured Party;

(f) During the term of this Agreement, Borrower will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Borrower to its customers in the ordinary course of business or as set forth in this Agreement;

(g) Each of the Patents, Trademarks, and Copyrights has not been abandoned, and is valid and enforceable, the information contained on each Exhibit hereto is true, correct and complete in listing all patents, patent applications, trademarks, and servicemarks (registered and unregistered) and applications therefore, tradenames, copyright registrations and applications therefore, and license agreements that are included in the collateral and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made or threatened that any part of the Collateral violates the rights of any third party;

(h) Borrower shall promptly advise Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent or Copyright not specified in this Agreement;

(i) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Patents, Trademarks and Copyrights, (ii) use its best efforts to detect breaches and violations of licenses and infringements of the Patents, Trademarks and Copyrights and promptly advise Secured Party in writing of material breaches, violations and infringements detected and (iii) not allow any Patents, Trademarks or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld. Borrower has not yet detected any such material breach, violation or infringement and no such claim has been made or threatened; provided, however, Secured Party has been made aware that Borrower is investigating whether any violation or infringement has occurred by SouthWest Research Institute.

(j) Borrower shall promptly register the most recent version of any of Borrower's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(k) Borrower shall (i) file federal trademark applications on any material Trademarks that are not registered and all future material Trademarks, and (ii) except to the extent not required in Borrower's reasonable business judgment, make federal applications on all of its

unpatented but patentable inventions and all of its registrable but unregistered Copyrights and Trademarks;

(l) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Borrower first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations described in the Notes and Prior Debt upon making the recordations set forth in Section 2 above;

(m) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(n) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Borrower with respect to the Collateral is accurate and complete in all material respects;

(o) Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Borrower shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain intellectual property agreements may prohibit the assignment of the Borrower's rights as licensee thereunder to Secured Party in a manner that could in effect prohibit the creation of a security interest in such agreements;

(p) Execute all documents and take any action required by Secured Party in order for Secured Party to obtain "*control*" (as defined in the UCC) with respect to Collateral consisting of deposit accounts, investment property, uncertificated securities, letter-of-credit rights, and electronic chattel paper

(q) Upon any executive officer of Borrower obtaining actual knowledge thereof, Borrower will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material Collateral, the ability of Borrower to dispose of any material Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral;

(r) To Borrower's knowledge, no claims with respect to the Collateral have been asserted and are pending (i) to the effect that the sale, licensing, pledge, or use of any of the products of Borrower's business infringes any third party's valid copyright, trademark, service mark, trade secret, or other intellectual property right, (ii) against the use by Borrower of any



Collateral used in the Borrower's business as currently conducted, or (iii) challenging the ownership or use by Borrower of any of the Collateral that Borrower purports to own or use, nor, to Borrower's knowledge, is there a valid basis for such a claim described in this Paragraph (r);

(s) To Borrower's knowledge, except as described in Section 3(i) above, no third party is infringing, or in Borrower's reasonable business judgment, may be infringing, any of Borrower's rights under the Collateral;

(t) Borrower has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of the Collateral in full force and effect throughout the world, as applicable;

(u) If an Event of Default exists, Borrower shall use its reasonable efforts to obtain any consents, waivers, or agreements necessary to enable Secured Party to exercise its rights and remedies with respect to the Collateral;

(v) Whenever Borrower, either by itself or through any agent, employee, licensee, or designee, shall file a patent application or for the registration of any Patent, Trademark, or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof or any applicable state agency, (i) simultaneously file or record evidence of Secured Party's Security Interest in the Collateral sufficient to meet the requirements for Secured Party's Security Interest therein to be recognized, protected, and perfected, and (ii) report such filing to Secured Party within five business days after the last day of the fiscal quarter in which such filing occurs;

(w) Borrower has not entered into an agreement or obligation to defend, indemnify, or hold harmless a non-party against a charge of misuse, unauthorized disclosure, infringement, violation or misappropriation of an intellectual property right or material, other than obligations arising in the ordinary course of business regarding sales (and licensing) of Borrower's products and technology and services;

(x) Borrower has taken all commercially reasonable steps to protect and preserve the confidentiality of its Trade Secrets, and all accessibility, receipt, use, disclosure, delivery, dissemination, reproduction or appropriation of such Trade Secrets by or to a non-party has been pursuant to a written agreement between Borrower and such non-party. With respect to Trade Secrets owned by a non-party, all accessibility, receipt, use, disclosure, delivery, dissemination, reproduction or appropriation of such Trade Secrets by Borrower has been pursuant to a written agreement between Borrower and the owner of such Trade Secrets, or is otherwise lawful; and

(y) With respect to all products and technology included in the Collateral, Borrower maintains adequately-commented documentation reasonably sufficient to allow such products and technology to be maintained and modified without undue burden by reasonably competent scientists or engineers skilled in the technology who have access to such documentation.

4. **Secured Party's Rights.** Secured Party shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to take, after five (5) days' written notice to Borrower.

Borrower shall reimburse and indemnify Secured Party for all costs and expenses incurred in the reasonable exercise of its rights under this Section 4.

**5. Scope of Security Interest.**

(a) The security interest shall not attach to any agreement, right, license or permit to which the Borrower is a party if the creation of the security interest would constitute a breach or permit the acceleration of obligations thereunder. The Borrower shall hold its interest in such agreement, right, license or permit in trust for the Secured Party, and shall assign such agreement, right, license or permit to the Secured Party or as it may direct forthwith upon obtaining the consent of the other party thereto.

(b) The Borrower's rights to commercially exploit the Collateral, to defend the Collateral, to enforce the Borrower's rights therein or with respect thereto against third parties in any court or to claim and be entitled to receive any damages with respect to any infringement thereof shall not be affected by the granting of the security interest in the Collateral provided under this Agreement until such time as such security interest shall become enforceable

**6. Inspection Rights.** Borrower hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Borrower, and any of Borrower's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Borrower and as often as may be reasonably requested; provided, however, nothing herein shall entitle Secured Party access to Borrower's trade secrets and other proprietary information.

**7. Further Assurances; Attorney in Fact.**

(a) Borrower will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Patents, Trademarks and Copyrights and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Upon an Event of Default, Borrower hereby irrevocably appoints Secured Party as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Secured Party or otherwise, from time to time in Secured Party's discretion, upon Borrower's failure or inability to do so, to take any action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify this Agreement without first obtaining Borrower's approval or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C,

thereof, as appropriate, to include reference to any right, title or interest in any Patents, Trademarks or Copyrights acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Patents, Trademarks or Copyrights in which Borrower no longer has or claims any right, title or interest; and

(ii) To file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Borrower where permitted by law.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. Neither Secured Party nor any person designated by Secured Party shall be liable for any act or omission or for any error of judgment or any mistake of fact or law. This power of attorney is conferred on Secured Party solely to protect, preserve, maintain, and realize upon its security interest in the Collateral. Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any lien given to secure the Collateral.

8. **Events of Default.** The occurrence of any of the following shall constitute an “Event of Default” under this Agreement:

(a) A Default (as defined in the Notes) shall have occurred under the Notes; or

(b) Borrower breaches any warranty or agreement made by Borrower in this Agreement and has failed to cure such breach within five (5) business days after receipt of written notice of breach from Secured Party setting forth the nature of the breach.

9. **Remedies.** Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Texas Business and Commerce Code, including without limitation the right to require Borrower to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Borrower will pay any expenses (including reasonable attorney’s fees) incurred by Secured Party in connection with the exercise of any of Secured Party’s rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party’s rights and remedies with respect to the Collateral shall be cumulative.

10. **Grant of License.** For purposes of enabling Secured Party to exercise its rights and remedies under this Security Agreement and enabling Secured Party and its successors and assigns to enjoy the full benefits of the Collateral, Borrower hereby grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Borrower) to make, have made, use, sell, license, offer for sale or license, import, reproduce, distribute, display and perform publicly, prepare derivative works based upon, perform by means of digital transmission any of the Collateral including the right to sublicense any of the foregoing. Borrower shall provide Secured Party with reasonable access to all media in which

any of the Collateral may be recorded or stored and all computer programs used for the completion or printout thereof. This license shall also inure to the benefit of all successors, assigns, and transferees of Secured Party. Upon the occurrence of an Event of Default, Secured Party may require that Borrower assign all of its right, title, and interest in and to the Collateral or any part thereof to Secured Party or such other person as Secured Party may designate pursuant to documents satisfactory to Secured Party. If no Event of Default exists, Debtor shall have the exclusive, non-transferable right and license to use the Collateral in the ordinary course of business and the exclusive right to grant to other persons licenses and sublicenses with respect to the Collateral for full and fair consideration.

11. **Indemnity**. Borrower agrees to defend, indemnify and hold harmless Secured Party and its shareholders, owners, directors, officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Borrower, whether under this Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

12. **Release**. At such time as Borrower shall completely satisfy all of the obligations secured hereunder, Secured Party shall, upon written request from Borrower, execute and deliver to Borrower all lien releases and other instruments as may be reasonably necessary or proper to terminate Secured Party's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Secured Party pursuant to this Agreement. For the purpose of this Agreement, the obligations secured hereunder shall be deemed to continue if Borrower enters into any bankruptcy or similar proceeding at a time when any amount paid to Secured Party could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

13. **Waivers**. Except to the extent expressly otherwise provided herein or in other document executed in connection herewith and to the fullest extent permitted by applicable law, Borrower waives (i) any right to require Secured Party to proceed against any other person, to exhaust its rights in Collateral, or to pursue any other right which Secured Party may have; (ii) presentment and demand for payment, protest, notice of protest and nonpayment, and notice of the intention to accelerate; and (iii) all rights of marshaling in respect of any and all of the Collateral.

14. **No Waiver**. No course of dealing between Borrower and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power, or privilege under this Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or any other agreement by Secured Party shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Secured Party.

15. **Rights Are Cumulative.** All of Secured Party's rights and remedies with respect to the Collateral whether established by this Agreement or the Notes or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

16. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

17. **Amendments.** Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both parties hereto. This Agreement and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

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

19. **Texas Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Texas, in addition to applicable laws of the federal government of the United States, without regard for choice of law provisions. Borrower consents to the nonexclusive jurisdiction of any state or federal court located in Travis County, Texas.

20. **Confidentiality.** In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that, the disclosure of this information may be made (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into a comparable confidentiality agreement in favor of Borrower and have delivered a copy to Borrower, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Secured Party.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


22. **Headings.** Headings are inserted solely for the convenience of reference and shall not constitute part of this Agreement nor shall they affect the meaning or effect of the text.

23. **Amendment and Restatement.** This Agreement is given in amendment, consolidation, restatement, renewal and extension (but not in novation, extinguishment or satisfaction) of the A&R Agreement. All Liens and security interests created under the Original Agreement and the A&R Agreement to secure payment of the obligations under the Notes are hereby collectively renewed, extended, rearranged, ratified and brought forward as security for the payment and performance of the obligations under the Notes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**BORROWER:**

By: KERAPLAST TECHNOLOGIES, LLC


  
\_\_\_\_\_  
Michael Espensen, President

**Address of Borrower:**

19210 Huebner Road, Suite 200  
San Antonio, Texas 78258

**SECURED PARTY:**

KMS Ventures, Inc.

By:   
\_\_\_\_\_  
Gregory A. Kozmetsky, President

**Address of Secured Party:**

1301 West 25th, Street, Suite 300  
Austin, Texas 78705

**EXHIBIT A**

**PATENTS**

See Attached Schedule

Exhibit A

**SCHEDULE TO EXHIBIT A**

**KERAPLAST TECHNOLOGIES, LLC**  
**ISSUED AND PENDING PATENTS**

**U.S. PATENTS ISSUED**

Patent No.	Title
5,358,935	Nonantigenic Keratinous Protein Material
5,932,552	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
5,948,432	Keratin-Based Sheet Material for Biomedical Applications and Method of Production
6,110,487	Method of Making Porous Keratin Scaffolds and Products of Same
6,124,265	Method of Making Cross-Linking Keratin-Based Films and Sheets
6,159,495	Porous and Bulk Keratin Bio-Polymers
6,159,496	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
6,165,496	Keratin-Based Sheet Material for Biomedical Applications and Method of Production
6,270,791	Soluble Keratin Peptide
6,270,793	Absorbent Keratin Wound Dressing
6,274,155	Non-Woven Sheet and Film Containing Water Absorbent Keratin
6,274,163	Keratinous Protein Material for Wound Healing Applications and Method
6,316,598	Water Absorbent Keratin and Gel Formed Therefrom
6,371,984	Implantable Prosthetic or Tissue Expanding Device
6,379,690	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
6,432,435	Keratin-Based Tissue Engineering Scaffold
6,461,628	Non-Woven Keratin Cell Scaffold
6,544,548	Keratin-Based Powders and Hydrogel for Pharmaceutical Applications
6,649,740	Hydratable Form of Keratin for Use as a Soil Amendment
6,783,546	Implantable Prosthetic or Tissue Expanding Device
6,849,092	Implantable Prosthetic or Tissue Expanding Device
6,914,126	Methods for Producing, Films Comprising, and Methods for Using Heterogeneous Crosslinked Protein Networks
6,989,437	Methods for Producing, Films Comprising, and Methods for Using Heterogeneous Crosslinked Protein Networks
7,001,987	Hydrogel with Controllable Mechanical, Chemical, and Biological Properties and Method for Making Same
7,001,988	Methods of Controlling Peptide Solubility, Chemically Modified Peptides, and Stable Solvent Systems for Producing Same
7,148,327	Production of Soluble Keratin Derivatives
7,297,342	Orthopedic Materials Derived from Keratin
7,465,321	The Production of Biopolymer Film, Fibre, Foam and Adhesive Materials

Exhibit A-1



	from Soluble S-sulfonated Keratin Derivatives
7,501,485	Bioactive Keratin Peptide
7,579,317	Nutraceutical Composition Comprising Soluble Keratin or Derivative Thereof

**U.S. PATENTS PENDING**

Serial No.	Title
10/352,786	Bioactive Keratin Peptides
10/536,325	Personal Care Formulations Containing Keratin
10/572,593	Composite Materials Containing Keratin
10/583,445	Wound Care Products Containing Keratin
10/626,907	Bioactive Coating for Medical Devices
11/047,474	Implantable Prosthetic or Tissue Expanding Device
11/570,402	New and Gentle Process for Conversion of Cystine Keratin Containing Materials to Lanthionine
11/907,021	Orthopedic Materials Derived from Keratin
11/920,456	Hydratable Keratin Compositions
11/945,614	Keratin Based Powders and Hydrogel for Pharmaceutical Applications
11/987,939	Bone Void Fillers and Methods of Making Same
12/000,222	Porous Keratin Construct and Method of Making the Same
12/127,694	Porous Keratin Construct, Wound Healing Assemblies and Method of Using the Same
12/252,218	The Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
12/262,821	Keratin Derivatives and Methods of Making Same
12/390,360	Bioactive Coating for Medical Devices
12/393,694	Bioactive Keratin Peptides

**U.S. PROVISIONAL PATENT APPLICATIONS PENDING**

Serial No.	Title
61/177,948	Biopolymer Materials
60/222,735	Nutritional Supplement

**PCT APPLICATIONS PENDING**

Serial No.	Title
PCT/US2008/082025	Keratin Derivatives and Methods of Making Same

**FOREIGN PATENTS ISSUED**

Patent No.	Title
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Exhibit A-2

<b>AUSTRALIA</b>	
770586	Compositions of Internal Wool Lipids Extract of Wool
778846	Implantable Prosthetic or Tissue Expanding Device
2003324381	Production of Soluble Keratin Derivatives
2002330798	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
2003210722	Bioactive Keratin Peptides
2003221870	Methods for Producing Films Comprising, and Methods for Using Heterogeneous Crosslinked Protein Networks
2003238745	Orthopedic Materials Derived from Keratin
<b>CHINA</b>	
ZL03819328.0	Orthopedic Materials Derived from Keratin
ZL02814457.0	Production of Soluble Keratin Derivatives
569193	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
<b>EURASIA</b>	
011388	Wound Care Products Containing Keratin
<b>EUROPE</b>	
1033953	Method of Cross-Linking Keratin-Based Films, Sheets, and Bulk Materials
1039873	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
1201736	Compositions of Internal Wool Lipids Extract of Wool
1265570	Soluble Keratin Peptide
1406918	Production of Soluble Keratin Derivatives
1551471	Bioactive Coating for Medical Devices
<b>FRANCE</b>	
1551471	Bioactive Coating for Medical Devices
1201736	Compositions of Internal Wool Lipids Extract of Wool
1406918	Production of Soluble Keratin Derivatives
<b>GERMANY</b>	
1033953	Method of Cross-Linking Keratin-Based Films, Sheets, and Bulk Materials
1039873	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
1201736	Compositions of Internal Wool Lipids Extract of Wool
1265570	Soluble Keratin Peptide
1406918	Production of Soluble Keratin Derivatives
<b>GREAT BRITAIN</b>	
1033953	Method of Cross-Linking Keratin-Based Films, Sheets, and Bulk Materials
1039873	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
1265570	Soluble Keratin Peptide

Exhibit A-3

1551471	Bioactive Coating for Medical Devices
<b>INDIA</b>	
217413	Personal Care Formulations Containing Keratin
<b>IRELAND</b>	
1033953	Method of Cross-Linking Keratin-Based Films, Sheets, and Bulk Materials
1039873	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
1265570	Soluble Keratin Peptide
1551471	Bioactive Coating for Medical Devices
<b>ITALY</b>	
1406918	Production of Soluble Keratin Derivatives
<b>JAPAN</b>	
2003512708.5	Production of Soluble Keratin Derivatives
4302518	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
<b>KOREA</b>	
20037017204	Production of Soluble Keratin Derivatives
<b>MEXICO</b>	
221759	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
222391	Method of Cross-Linking Keratin-Based Films, Sheets, and Bulk Materials
260372	Orthopedic Materials Derived from Keratin
263286	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
2004000453	Production of Soluble Keratin Derivatives
<b>NEW ZEALAND</b>	
517101	Compositions of Internal Wool Lipids Extract of Wool
528749	Implantable Prosthetic or Tissue Expanding Device
517824	Implantable Prosthetic or Tissue Expanding Device
530229	Production of Soluble Keratin Derivatives
531804	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
532946	Implantable Prosthetic or Tissue Expanding Device
534919	Bioactive Keratin Peptides
536159	Tissue Defect Dressings Comprising Proteinaceous Networks
538218	Bioactive Coating for Medical Devices
550755	Orthopedic Materials Derived from Keratin
<b>SOUTH AFRICA</b>	
200409777	Orthopedic Materials Derived from Keratin
20039711	Production of Soluble Keratin Derivatives
200401408	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
<b>SPAIN</b>	

Exhibit A-4

2157807	Compositions of Internal Wool Lipids Extract of Wool
1406918	Production of Soluble Keratin Derivatives
<b>UNITED KINGDOM</b>	
1201736	Compositions of Internal Wool Lipids Extract of Wool
1406918	Production of Soluble Keratin Derivatives

**FOREIGN PATENTS PENDING**

<b>Serial No.</b>	<b>Title</b>
<b>AUSTRALIA</b>	
2003221870	Methods for Producing, Films Comprising, and Methods for Using Heterogeneous Crosslinked Protein Networks
2003221916	Tissue Defect Dressings Comprising Proteinaceous Networks
2003261242	Bioactive Coating for Medical Devices
2004298392	Wound Care Products Containing Keratin
2005254987	New and Gentle Process for Conversion of Cystine Keratin Containing Materials to Lanthionine
2007328181	Bone Void Fillers and Methods of Making Same
2007332757	Porous Keratin Construct and Method of Making the Same
<b>BRAZIL</b>	
PI0311723.5	Orthopedic Materials Derived from Keratin
PI0316793.3	Personal Care Formulations Containing Keratin
PI0211194-2	Production of Soluble Keratin Derivatives
PI0212389.4	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
<b>CANADA</b>	
2,376,889	Soluble Keratin Peptide
2,444,629	Implantable Prosthetic or Tissue Expanding Device
2,451,408	Production of Soluble Keratin Derivatives
2,458,631	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
2,474,723	Bioactive Keratin Peptides
2,482,215	Methods for Producing, Films Comprising, and Methods for Using Heterogeneous Crosslinked Protein Networks
2,482,262	Tissue Defect Dressings Comprising Proteinaceous Networks
2,488,721	Orthopedic Materials Derived from Keratin
2,493,555	Bioactive Coating for Medical Devices
2,506,847	Personal Care Formulations Containing Keratin
2,672,069	Bone Void Fillers and Methods of Making Same
2,672,529	Porous Keratin Construct and Method of Making the Same
<b>CHINA</b>	
200480038103.1	Wound Care Products Containing Keratin
<b>EUROPE</b>	

Exhibit A-5

Serial No.	Title
98958709.2	Keratin-Based Hydrogel for Biomedical Applications and Method of Production
02768197.2	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
03718328.2	Methods for Producing, Films Comprising, and Methods for Using Heterogeneous Crosslinked Protein Networks
03718375.3	Tissue Defect Dressings Comprising Proteinaceous Networks
03733659.1	Orthopedic Materials Derived from Keratin
03735071.7	Bioactive Keratin Peptides
03776101.2	Personal Care Formulations Containing Keratin
04808918.9	Wound Care Products Containing Keratin
05759774.2	New and Gentle Process for Conversion of Cystine Keratin Containing Materials to Lanthionine
07862509.2	Bone Void Fillers and Methods of Making Same
07862718.9	Porous Keratin Construct and Method of Making the Same
<b>GERMANY</b>	
600 15 807.1-08	Soluble Keratin Peptide
<b>INDIA</b>	
1415	Wound Care Products Containing Keratin
<b>IRELAND</b>	
Unknown	Soluble Keratin Peptide
<b>JAPAN</b>	
2001-502779	Soluble Keratin Peptide
2001-522922	Implantable Prosthetic or Tissue Expanding Device
2002-574853	Implantable Prosthetic or Tissue Expanding Device
2003-564069	Bioactive Keratin Peptides
2003-583502	Tissue Defect Dressings Comprising Proteinaceous Networks
2004-510856	Orthopedic Materials Derived from Keratin
2004-524789	Bioactive Coating for Medical Devices
2006545264	Wound Care Products Containing Keratin
2008-153644	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
<b>KOREA</b>	
2004-7019998	Orthopedic Materials Derived from Keratin
2005-7009637	Personal Care Formulations Containing Keratin
2004-7002955	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
<b>MEXICO</b>	
2005-005597	Personal Care Formulations Containing Keratin
2007010448	Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives
2008-009217	Orthopedic Materials Derived from Keratin
<b>NEW ZEALAND</b>	
528749	Implantable Prosthetic or Tissue Expanding Device

Exhibit A-6

Serial No.	Title
536158	Methods for Producing, Films Comprising, and Methods for Using Heterogeneous Crosslinked Protein Networks
552516	New and Gentle Process for Conversion of Cystine Keratin Containing Materials to Lanthionine
563477	Personal Care Formulations Containing Keratin
577584	Bone Void Fillers and Methods of Making Same
577697	Porous Keratin Construct and Method of Making the Same
<b>UNITED KINGDOM</b>	
1265570	Soluble Keratin Peptide

Exhibit A-7

**EXHIBIT B**

**TRADEMARKS**

See Attached Schedule.

Exhibit B

## SCHEDULE TO EXHIBIT B

### U.S. Trademark and Service Mark Applications

<b>Mark (International Class)</b>	<b>Serial Number</b>	<b>Filing Date</b>
KERAPLAST (class 3)	75/827,863	October 20,1999
KERAPLAST (class 5)	75/827,497	October 20,1999
KERAPLAST (class 42)	75/827,494	October 20,1999
KX (class 3)	75/827,495	October 20,1999
KX (class 5)	75/827,496	October 20,1999
KX Stylized (class 3)	75/827,858	October 20,1999
KX Stylized (class 5)	75/827,858	October 20,1999

<b>Trademark</b>	<b>App. #</b>	<b>Reg. #</b>	<b>Filing Date</b>
FUNCTIONAL KERATIN	77/864,781		11/04/2009
FUNCTIONALIZED KERATIN	77/864,82		11/04/2009
KERAFILM	77/864,857		11/04/2009
KERAFLEX	77/865,624		11/05/2009
KERAGEL	77/864,843		11/04/2009
KERAHEAL	77/969,139		03/26/2010
KERAMATRIX	77/865,634		11/05/2009
KERASORB	77/865,608		11/05/2009
KERATEC	76/567,344	3,188,457	12/24/2003
KERATEC	78/709,134	3,192,151	09/08/2005

Exhibit B



## EXHIBIT C

### LICENSES

Borrower has entered into the following license agreements as of the date of this Agreement:

1. License and Supply Agreement between Keraplast Technologies, Ltd. and Australian Biotechnologies PTY Ltd dated December 12, 2008.
2. Assignment and License Agreement among Keratec Limited, Keraplast Technologies, Inc. and Keraplast Technologies, Ltd. dated July 1, 2009, as assigned to Keraplast Technologies, Ltd. by the Deed of Assignment and Novation dated July 1, 2009.
3. License Agreement between Keraplast Technologies, Ltd. and Keraplast Protein Sciences, LLC dated January 25, 2010.
4. Toll Manufacturing Agreement between Keraplast Technologies, Ltd. and Keratec dated January 18, 2010.
5. Technology Support Agreement between RJK Developments, Ltd. and Keraplast Technologies, Ltd. dated November 1, 2008.
6. Technology Support Agreement between Keratec and Keraplast Technologies, Ltd. dated August 1, 2009.

## **SCHEDULE OF DEBT**

That certain Promissory Note executed by Borrower on October 4, 2001, in the principal amount of \$1,000,000, of which \$500,000 has been funded to date, as amended, renewed and extended on April 5, 2002, in the principal amount of \$524,405, as further amended, renewed and extended on July 1, 2005 in the principal amount of \$694,226.02, as further amended by that certain Renewal Amendment to Note dated September 1, 2007, that certain Renewal Amendment to Note dated as of October 31, 2008 and that certain Renewal Amendment to Note dated May 22, 2009.