

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	mortgage foreclosure		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Energetic Solutions, LLC		11/21/2011	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R&T Enterprises, LLC		
<b>Street Address:</b>	1417 Wimbledon Place		
<b>City:</b>	Springfield		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97477		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3816308	SHOO! TAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5124397100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	5124397100		
<b>Email:</b>	landre@larsonnewman.com		
<b>Correspondent Name:</b>	H. Kenneth Prol		
<b>Address Line 1:</b>	8200 N. Mopac Expy., #280		
<b>Address Line 2:</b>	8200 N. Mopac Expy., #280		
<b>Address Line 4:</b>	Austin, TEXAS 78759		
<b>ATTORNEY DOCKET NUMBER:</b>	1284-TM002		
<b>NAME OF SUBMITTER:</b>	H. Kenneth Prol		
<b>Signature:</b>	/h kenneth prol/		

CH \$40.00 3816308

Date:

08/03/2012

**Total Attachments: 15**

source=Transfer document#page1.tif  
source=Transfer document#page2.tif  
source=Transfer document#page3.tif  
source=Transfer document#page4.tif  
source=Transfer document#page5.tif  
source=Transfer document#page6.tif  
source=Transfer document#page7.tif  
source=Transfer document#page8.tif  
source=Transfer document#page9.tif  
source=Transfer document#page10.tif  
source=Transfer document#page11.tif  
source=Transfer document#page12.tif  
source=Transfer document#page13.tif  
source=Transfer document#page14.tif  
source=Transfer document#page15.tif

## BILL OF PRIVATE SALE

R & T Enterprises, LLC ("Seller" or "Assignee"), pursuant to a Loan Agreement dated November 21, 2011 between Energetic Solutions, LLC ("Borrower" or "Debtor") and Melissa Rogers and Roger Tiller (collectively "Lender" or "Assignor"), has notified Debtor of a private disposition of collateral, as described below. The Notice of Sale is attached hereto as Appendix 1. Seller hereby conveys all its interests in the collateral to itself in satisfaction of Borrower's debt, subject to the terms stated below.

### RECITALS

WHEREAS, on November 21, 2011, Lender loaned Borrower \$20,000.00 as reflected in the Loan Agreement between Borrower and Lender of that same date;

WHEREAS, all monies due and owing under the Loan Agreement came due on January 21, 2012;

WHEREAS, Debtor defaulted on the Loan Agreement with Lender and as a result Lender's Assignee foreclosed on the Collateral as described below;

WHEREAS, Lender assigned all of its rights under the Loan Agreement to Assignee;

WHEREAS, by letter dated June 13, 2012 (a copy of which is attached hereto as Appendix 2), Borrower was advised that Assignee intended to foreclose on the security interest granted in the Loan Agreement and further described in the UCC-1 Financing Statement covering the following property (the "Collateral"):

The entire right, title and interest in all intellectual property of Energetic Solutions, LLC, including but not limited to the software program to generate codes, existing codes to products currently used, codes in research and development stages, trademarks and copyrights to current and future products, existing field trial data, pending and issued patents, and any divisional continuations or continuations-in-part of any pending or issued patents and scientific data and research. The Collateral includes, but is not limited to, the following specific items:

1. SHOO! TAG (and design) trademark, Registration No. 3,816,308 and any business goodwill associated with this mark;
2. SHOO! TAG trademark, Registration No. 3,839,800 and any business goodwill associated with this mark;
3. SHOO! BUG TAG (and design) trademark application, Serial No. 77/820,814 and any business goodwill associated with this mark;
4. U.S. Patent Application No. 12/705,557, filed 02/12/2010, APPARATUS AND METHOD FOR REPELLING AN UNDESIRED SPECIES FROM A SUBJECT SPECIES;
5. U.S. Patent Application No. 61/152,210, filed 02/12/2009,

6. SUBTLE MAGNETIC REPULSION OF INSECT PESTS;  
U.S. Design Patent No. D626,704, filed 02/12/2009, CARD FOR  
SUBTLE MAGNETIC REPULSION OF INSECT PESTS;
7. Copyrights on software code, technical manuals, whitepapers, or  
other products or product documentation;
8. All of the company's intellectual property pertaining to or relating  
to the shoo!tag product;
9. All of the company's intellectual property pertaining to or relating  
to insect repellants;
10. All of the company's intellectual property pertaining to or relating  
to electromagnetic frequency barrier devices for pest management;
11. All domain names including shootag.ca, shootag.jp,  
shootag.com.mx, shootag.com, shootag.org, and shootag.net; and
12. All trade secrets, confidential and proprietary information, and  
technical know-how relating to the company's products, customers  
and operations.

WHEREAS, Seller now desires to sell all of its interests in the Collateral to itself  
in satisfaction of the monies past due and owing under the Loan Agreement;

For and in consideration of the sum of \$20,000.00, pursuant to Assignee's credit  
bid made against the Loan Agreement secured by the Collateral, as described above, and  
other good and valuable consideration, the receipt and sufficiency of which are hereby  
acknowledged, Seller does hereby CONVEY, TRANSFER, SET OVER AND ASSIGN,  
unto itself, and its successors and assigns, any and all interest Seller has in the Collateral.

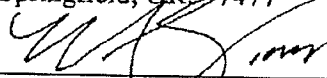
NOW, THEREFORE, Assignee in its capacity as Seller and Purchaser executes  
this Bill of Sale evidencing Seller's transfer, sale, conveyance and assignment to itself of  
all of its interests in the Collateral.

This Bill of Sale herein applies to and inures to the benefit and binds Seller and  
Purchaser and their respective heirs, legatees, devisees, administrators, executors, and  
assigns.

Signed and Effective, this 17<sup>th</sup> day of July, 2012, by:

**SELLER:**

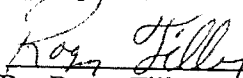
R&T Enterprises, LLC  
1417 Wimbledon Place  
Springfield, OR, 97477



By: Melissa Rogers  
Its: Co- Managing Member

**PURCHASER:**

R&T Enterprises, LLC  
1417 Wimbledon Place  
Springfield, OR. 97477



By: Roger Tiller  
Its: Co-Managing Member

# APPENDIX 1

# HOHMANN, TAUBE & SUMMERS, L.L.P.

ATTORNEYS AT LAW

100 CONGRESS AVENUE, 18TH FLOOR

AUSTIN, TEXAS 78701

TELEPHONE (512) 472-5997

FAX (512) 472-5248

www.hts-law.com

June 28, 2012

Energetic Solutions, LLC

(via Certified Mail, RRR and First Class Mail)

Attn: Stacy Lemire

3005 S. Lamar, Ste. D109, Box 158

Austin, Texas 78704

Re: Loan Agreement dated November 21, 2011 between Energetic Solutions, LLC (the "Borrower") and Melissa Rogers and Roger Tiller (collectively the "Lender")

Energetic Solutions, LLC:

As you know, all amounts due under the above referenced Loan Agreement became due and payable on January 21, 2012. By letter dated June 13, 2012, you were advised that R & T Enterprises, LLC (Lender's assignee) intended to foreclose the security interest granted in the Loan Agreement and further described in the UCC-1 Financing Statement, covering the following property (the "Collateral"):

The entire right, title and interest in all intellectual property of Energetic Solutions, LLC, including but not limited to the software program to generate codes, existing codes to products currently used, codes in research and development stages, trademarks and copyrights to current and future products, existing field trial data, pending and issued patents, and any divisional continuations or continuations-in-part of any pending or issued patents and scientific data and research. The Collateral includes, but is not limited to, the following specific items:

1. SHOO! TAG (and design) trademark, Registration No. 3,816,308 and any business goodwill associated with this mark;
2. SHOO! TAG trademark, Registration No. 3,839,800 and any business goodwill associated with this mark;
3. SHOO! BUG TAG (and design) trademark application, Serial No. 77/820,814 and any business goodwill associated with this mark;
4. U.S. Patent Application No. 12/705,557, filed 02/12/2010,

- APPARATUS AND METHOD FOR REPELLING AN UNDESIREED SPECIES FROM A SUBJECT SPECIES;
5. U.S. Patent Application No. 61/152,210, filed 02/12/2009, SUBTLE MAGNETIC REPULSION OF INSECT PESTS;
  6. U.S. Design Patent No. D626,704, filed 02/12/2009, CARD FOR SUBTLE MAGNETIC REPULSION OF INSECT PESTS;
  7. Copyrights on software code, technical manuals, whitepapers, or other products or product documentation;
  8. All of the company's intellectual property pertaining to or relating to the shootag product;
  9. All of the company's intellectual property pertaining to or relating to insect repellants;
  10. All of the company's intellectual property pertaining to or relating to electromagnetic frequency barrier devices for pest management;
  11. All domain names including shootag.ca, shootag.jp, shootag.com.mx, shootag.com, shootag.org, and shootag.net; and
  12. All trade secrets, confidential and proprietary information, and technical know-how relating to the company's products, customers and operations.

Once again, I am enclosing a copy of the Loan Agreement and UCC-1 Financing Statement.

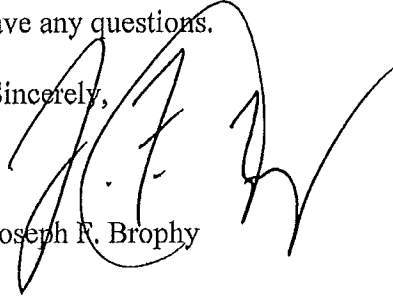
**NOTICE OF SALE**

Notice is hereby given that R & T Enterprises will conduct a private sale of the Collateral on or after July 12, 2012.

You are entitled to an accounting of the unpaid indebtedness secured by the Collateral that R & T Enterprises intends to sell. You may request an accounting by contacting the undersigned.

Please feel free to contact me if you have any questions.

Sincerely,

  
Joseph F. Brophy

JFB/ab

Enclosures

## Loan Agreement

\$20,000

Date: November 21, 2011

For value received, the undersigned Energetic Solutions, LLC (the "Borrower"), in Austin, Texas, previously at 11101 West Hwy 290, Austin, TX 77037, promised to pay to the order of Roger Tiller and Melissa Rogers, (collectively, the "Lender"). At such places as the Lender may designate in writing the sum of \$20,000 (\$10,000 from Roger Tiller and \$10,000 from Melissa Rogers) with no interest.

The unpaid principal shall be payable in full on January 21, 2012 (the Due Date).

If any payment obligation under this Loan is not paid when due, the remaining unpaid principal balance shall become due immediately at the option of the Lenders.

This Loan is secured by Energetic Solutions, LLC's Intellectual Property that would include and is not limited to: the program to generate codes, existing codes to products currently used and those in Research and Development stages as well as any trademark or copyrights to existing or future products. This would include the right to use and reference the existing field trial data, patent pending or given and any scientific data researched. The Lenders are not required to rely on the above security instrument and the assets secured therein for the payment of this Loan in the case of default, but may proceed directly against the Borrower.

The Borrower reserves the right to repay this Loan (in whole or in part) prior to the Due Date with no prepayment penalty.

If any payment obligation under this Loan Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process. Energetic Solutions, LLC makes testimony that the Assets secured in this loan have not been placed as security for any previous loan and will have first rights to the assets as defined above.

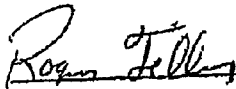
If any of the following events of default occur, this Loan and any other obligations of the Borrower to the Lenders shall be come immediately, without demand notice,

- 1) The failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) The filing of bankruptcy proceedings involving the Borrower as debtor;
- 3) Death of the Borrower or lenders;
- 4) The application for the appointment of a receiver for the Borrower;



5) The making of a general assignment for the benefit of the Borrower's creditors;


The undersigned acknowledges and accepts the above loan conditions. This loan document has been reviewed and approved by the Board of Managers.

 \_\_\_\_\_

Roger Tiller, CEO  
acting CEO

11-21-11

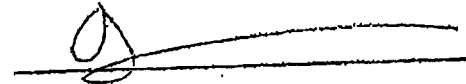
Date:

 \_\_\_\_\_

Melissa Rogers, CTO MSR

11-22-11

Date:

 \_\_\_\_\_

Christina Mason, CMO CFO

11-22-11

Date:

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>William W. Bromley 541-343-4700</b>
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>William W. Bromley Bromley Newton LLP 711 Country Club Road Suite 200 Eugene, Oregon 97401-6094</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>Energetic Solutions, LLC</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>11101 Hwy 290 West</b>			CITY <b>Austin</b>	STATE <b>TX</b>	POSTAL CODE <b>78737</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Limited Liability Co.</b>	1f. JURISDICTION OF ORGANIZATION <b>Texas</b>	1g. ORGANIZATIONAL ID #, if any <b>TX801229967</b>		<input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S))** Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>R &amp; T Enterprises, LLC</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>1417 Wimbledon Place</b>			CITY <b>Springfield</b>	STATE <b>OR</b>	POSTAL CODE <b>97477</b>	COUNTRY <b>USA</b>

**4. This FINANCING STATEMENT covers the following collateral:**

All intellectual property of the Debtor, to include but not be limited to the following: the software program to generate codes, existing codes to products currently used, codes in research and development stages, trademarks and copyrights to current and future products, existing field trial data, patents pending, and scientific data and research.

6. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
8. OPTIONAL FILER REFERENCE DATA	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)					
<input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2			

## Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete Item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete Item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in Item A. This item is optional.

B. Complete Item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
    - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
    - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.  
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. In place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
  - 1c. An address is always required for the Debtor named in 1a or 1b.
  - 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
  - 1e, f, g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in Item 1g indicating "none."
- Note:* If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in Item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in Item 17. If Debtor is a decedent's estate, enter name of deceased individual in Item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in Item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in Item 18.
2. If an additional Debtor is included, complete Item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
  3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in Item 3 and file an Amendment (Form UCC3) [see Item 5 of that form]; or (2) enter Total Assignee's name and address in Item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in Item 12.
  4. Use Item 4 to indicate the collateral covered by this Financing Statement. If space in Item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
  5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in Item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in Item 5, complete Items 1-7 as applicable and attach any other items required under other law.
  6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete Items 1-5, check the box in Item 6, and complete the required information (Items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
  7. This item is optional. Check appropriate box in Item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in Item 7, file Search Report Copy together with Filing Office Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
  8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in Item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

TRADEMARK

REEL: 004835 FRAME: 0513

# APPENDIX 2

**HOHMANN, TAUBE & SUMMERS, L.L.P.**

ATTORNEYS AT LAW

100 CONGRESS AVENUE, 18TH FLOOR

AUSTIN, TEXAS 78701

TELEPHONE (512) 472-5997

FAX (512) 472-5248

www.hts-law.com

June 13, 2012

**Via Certified and Regular Mail**

Stacy Lemire  
Energetic Solutions, LLC  
3005 S. Lamar, Ste. D109, Box 158  
Austin, Texas 78704

Re: *R & T Enterprises, LLC*

Dear Ms. Lemire:

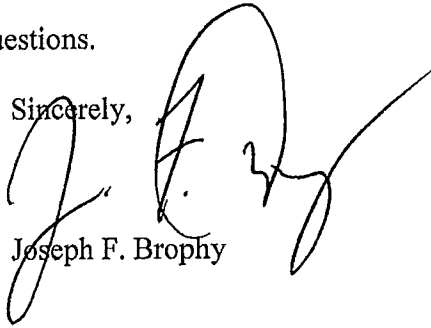
Please be advised that we represent the above-referenced limited liability company, which is the Assignee from Roger Tiller and Melissa Rogers of the payee-holder rights to that certain Loan Agreement made by you to the two individuals in the sum of \$20,000, dated November 21, 2011 (copy enclosed).

Formal notice is hereby given of default by you on the Loan Agreement for your failure to pay when due the principal and accrued interest under the Agreement. Notice is given by this letter that our client, R & T Enterprises, LLC, intends to foreclose on its security interest in all the Collateral owned by you which was given as security for this debt, namely all of your Intellectual Property, including, but not limited to, the following: the software program to generate codes, existing codes to products currently used, codes in research and development stages, trademarks and copyrights to current and future products, existing field data, patents pending, and scientific research and data.

A copy of the UCC Financing Statement referencing R & T Enterprises, LLC as the secured party with a security interest covering the above described Collateral is also attached for your file.

Please do not hesitate to call me with any questions.

Sincerely,

  
Joseph F. Brophy

cc: Client (via e-mail)

**TRADEMARK**  
**REEL: 004835 FRAME: 0515**

## Loan Agreement

\$20,000

Date: November 21, 2011

For value received, the undersigned Energetic Solutions, LLC (the "Borrower"), in Austin, Texas, previously at 11101 West Hwy 290, Austin, TX 77037, promised to pay to the order of Roger Tiller and Melissa Rogers, (collectively, the "Lender"). At such places as the Lender may designate in writing the Sum of \$20,000 (\$10,000 from Roger Tiller and \$10,000 from Melissa Rogers) with no interest.

The unpaid principal shall be payable in full on January 21, 2012 (the Due Date).

If any payment obligation under this Loan is not paid when due, the remaining unpaid principal balance shall become due immediately at the option of the Lenders.

This Loan is secured by Energetic Solutions, LLC's Intellectual Property that would include and is not limited to: the program to generate codes, existing codes to products currently used and those in Research and Development stages as well as any trademark or copyrights to existing or future products. This would include the right to use and reference the existing field trial data, patent pending or given and any scientific data researched. The Lenders are not required to rely on the above security instrument and the assets secured therein for the payment of this Loan in the case of default, but may proceed directly against the Borrower.

The Borrower reserves the right to repay this Loan (in whole or in part) prior to the Due Date with no prepayment penalty.

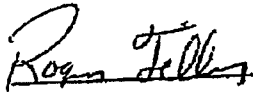
If any payment obligation under this Loan Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process. Energetic Solutions, LLC makes testimony that the Assets secured in this loan have not been placed as security for any previous loan and will have first rights to the assets as defined above.

If any of the following events of default occur, this Loan and any other obligations of the Borrower to the Lenders shall become immediately, without demand notice.

- 1) The failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) The filing of bankruptcy proceedings involving the Borrower as debtor;
- 3) Death of the Borrower or lenders;
- 4) The application for the appointment of a receiver for the Borrower;

5) The making of a general assignment for the benefit of the Borrower's creditors;


The undersigned acknowledges and accepts the above loan conditions. This loan document has been reviewed and approved by the Board of Managers.

 \_\_\_\_\_

Roger Tiller, CEO  
acting CEO

11-21-11

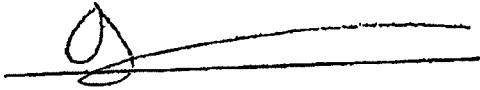
Date:

 \_\_\_\_\_

Melissa Rogers, CFO MSR

11-22-11

Date:

 \_\_\_\_\_

Christina Mason, CMOCFO

11-22-11

Date:

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>William W. Bromley 541-343-4700</b>
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>William W. Bromley Bromley Newton LLP 711 Country Club Road Suite 200 Eugene, Oregon 97401-6094</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>Energetic Solutions, LLC</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>11101 Hwy 290 West</b>			CITY <b>Austin</b>	STATE <b>TX</b>	POSTAL CODE <b>78737</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Limited Liability Co.</b>	1f. JURISDICTION OF ORGANIZATION <b>Texas</b>	1g. ORGANIZATIONAL ID #, if any <b>TX801229967</b> <input type="checkbox"/> NONE		

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - Insert only one debtor name (2a or 2b) do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

**3. SECURED PARTY'S NAME** (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>R &amp; T Enterprises, LLC</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>1417 Wimbledon Place</b>			CITY <b>Springfield</b>	STATE <b>OR</b>	POSTAL CODE <b>97477</b>	COUNTRY <b>USA</b>

**4. This FINANCING STATEMENT covers the following collateral:**

**All intellectual property of the Debtor, to include but not be limited to the following: the software program to generate codes, existing codes to products currently used, codes in research and development stages, trademarks and copyrights to current and future products, existing field trial data, patents pending, and scientific data and research.**

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (OPTIONAL FEE)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA						