

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

08/08/2016

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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To the Director of the U. S. Patent and Trademark Office for the new address(es) below.

1. Name of conveying party(ies):

Batterii, LLC

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Ohio limited liability company _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3: Nature of conveyance/Execution Date(s) :

Execution Date(s) July __, 2016

Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: JobsOhio

Street Address: 41 S. High Street, Suite 1500

City: Columbus

State: Ohio

Country: United States Zip: 43215

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other non-profit corp. Citizenship Ohio *LLC*

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

85360142

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lisa Arlyn Lowe, Esq.

Internal Address: _____

Street Address: 600 Superior Avenue, E.
Suite 1400

City: Cleveland

State: Ohio Zip: 44114

Phone Number: 216-363-1400

Docket Number: _____

Email Address: lowe@buckleyking.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

08/09/2016 DYMBERL 00000002 85360142
01 FC:8521
Deposit Account Number _____ 40.00 OP
Authorized User Name _____

9. Signature: *Lisa Arlyn Lowe*
Signature
Lisa Arlyn Lowe
Name of Person Signing

August 5, 2016
Date

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECURITY AGREEMENT

This SECURITY AGREEMENT ("Security Agreement"), made and entered into as of August 5, 2016 is executed and delivered by Batterii, LLC, an Ohio limited liability company (the "Grantor"), as debtor, in favor of JobsOhio, an Ohio nonprofit corporation ("JobsOhio"), as secured party.

WHEREAS, Grantor and JobsOhio are parties to that certain Loan Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which JobsOhio will loan a maximum principal amount of \$1,500,000.00 (the "Loan"), to Grantor. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement;

WHEREAS, this Security Agreement is given by the Grantor in favor of JobsOhio to secure the payment and performance of all of the Secured Obligations; and

WHEREAS, it is a condition to the obligations of JobsOhio to make the Loan under the Loan Agreement that the Grantor execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Security Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Security Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2 of this Security Agreement.

"Copyrights" means any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule 3 hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Event of Default" has the meaning set forth in Section 5.1 of the Loan Agreement.

"First Priority" means, with respect to any lien and security interest purported to be created in any Collateral pursuant to this Security Agreement, such lien and security interest is the most senior lien to which such Collateral is subject (subject only to Permitted Encumbrances).

"Patents" means any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent

applications listed on Schedule 3 hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“Proceeds” means “proceeds” as such term is defined in section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

“Required Property Insurance Coverage” means, at all times, to provide, maintain and keep in force the following policies of insurance:

(i) Insurance against loss or damage to the Collateral by fire and any of the type now known as “all risk” or “fire and extended coverage,” in an amount equal to the full replacement cost of the Collateral and with not more than \$10,000 deductible from the loss payable for any casualty. The policies of insurance carried in accordance with this subparagraph (a) shall contain a “Replacement Cost Endorsement.”

(ii) If requested by JobsOhio, business interruption insurance and/or loss of “rental value” insurance in such amounts as are satisfactory to JobsOhio.

(iii) Insurance against loss or damage to personal property by fire and other risks covered by insurance of the type now known as “fire and extended coverage.”

(iv) Such other insurance, and in such amounts, as may from time to time be required by JobsOhio against the same or other hazards.

All policies of insurance shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Grantor.

“Required Public Liability Insurance Coverage” means comprehensive commercial public liability insurance (including coverage for elevators and escalators, if any, on the Project Site) against injury, loss and/or damage to persons (including death) and property in an amount which is not less than \$2,000,000 for bodily injury to persons and not less than \$1,000,000 for damage to property or such additional amounts as may from time to time be requested by JobsOhio.

“Secured Obligations” has the meaning set forth in Section 3 of this Security Agreement.

“Trademarks” means any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule 3 hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Ohio or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Grant of Security Interest. The Grantor hereby pledges and grants to JobsOhio, and hereby creates a continuing First Priority lien and security interest in favor of JobsOhio in and to all of its right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the “Collateral”):

(a) all fixtures and personal property of every kind and nature, goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, commercial tort claims described on Schedule 1 hereof (as supplemented by any written notification given by the Grantor to JobsOhio pursuant to Section 4(e)), general intangibles (including all payment intangibles), software, all Copyrights, Trademarks and Patents, stock rights, money, deposit accounts described on Schedule 2 hereof (as supplemented by written notification from time to time), and any other contract rights or rights to the payment of money; and

(b) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all additions, attachments, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing.

3. Secured Obligations. The Collateral secures the due and prompt payment and performance of:

(a) the obligations of the Grantor from time to time arising under the Loan Agreement, this Security Agreement or otherwise with respect to the due and prompt payment of (i) the principal of and premium, if any, and interest on the Loan (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) all fees or other sums owed to JobsOhio, including the servicing fee and participation fee, and (iii) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantor under or in respect of the Loan Agreement and this Security Agreement; and

(b) all other covenants, duties, debts, obligations and liabilities of any kind of the Grantor under or in respect of the Loan Agreement, this Security Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent,

due or to become due, now existing or hereafter arising, fixed or otherwise (all such obligations, covenants, duties, debts, liabilities, sums and expenses set forth in Section 3 being herein collectively called the "Secured Obligations").

4. Perfection of Security Interest and Further Assurances.

(a) The Grantor shall, from time to time, as may be required by JobsOhio with respect to all Collateral, promptly take all actions as may be requested by JobsOhio to perfect the security interest of JobsOhio in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, as applicable, the Grantor shall promptly take all actions as may be requested from time to time by JobsOhio so that control of such Collateral is obtained and at all times held by JobsOhio. All of the foregoing shall be at the sole cost and expense of the Grantor.

(b) The Grantor hereby irrevocably authorizes JobsOhio at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by the Grantor, or words of similar effect. The Grantor agrees to provide all information required by JobsOhio pursuant to this Section promptly to JobsOhio upon request.

(c) The Grantor hereby further authorizes JobsOhio to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Security Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law.

(d) If the Grantor shall at any time hold or acquire any certificated securities, promissory notes, tangible chattel paper, negotiable documents or warehouse receipts relating to the Collateral, the Grantor shall promptly endorse, assign and deliver the same to JobsOhio, accompanied by such instruments of transfer or assignment duly executed in blank as JobsOhio may from time to time specify.

(e) If the Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall (i) promptly notify JobsOhio in a writing signed by the Grantor of the particulars thereof and grant to JobsOhio in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to JobsOhio and (ii) deliver to JobsOhio an updated Schedule 1.

(f) If any Collateral is at any time in the possession of a bailee, the Grantor shall promptly notify JobsOhio thereof and, at JobsOhio's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to JobsOhio, that the bailee holds such Collateral for the benefit of JobsOhio and the bailee agrees to comply, without further consent of the Grantor, at any time with instructions of JobsOhio as to such Collateral.

5. Representations and Warranties. The Grantor represents and warrants as follows:

(a) The Grantor has not conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in the Grantor's organizational documents as filed with the Grantor's jurisdiction of organization.

(b) The Grantor's federal employer identification has been provided to JobsOhio. The Grantor is a limited liability company and the Grantor's organizational identification number issued by the State of Ohio is 1971215.

(c) The Grantor has not used or conducted business under any other trade name, assumed name, fictitious name and other name at any time during the five (5) years prior to the date hereof. The Grantor has not merged with, or acquired substantially all of the assets of, any other entity at any time during the five (5) years prior to the date hereof.

(d) The Grantor represents and warrants that the Copyrights, Patents and Trademarks listed on Schedule 3 constitute all of the registered Copyrights and all of the Patents and Trademarks now owned by the Grantor. If the Grantor shall (i) obtain rights to any new patentable inventions, any registered Copyrights or any Patents or Trademarks, or (ii) become entitled to the benefit of any registered Copyrights or any Patents or Trademarks or any improvement on any Patent, the provisions of this Security Agreement above shall automatically apply thereto and the Grantor shall give to JobsOhio prompt written notice thereof. The Grantor hereby authorizes JobsOhio to modify this Security Agreement by amending Schedule 3 to include any such registered Copyrights or any such Patents and Trademarks. The Grantor shall have the duty (i) to prosecute diligently any patent, trademark, or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks, copyrights and service marks, as appropriate, (iii) to preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of the Grantor and (iv) to ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of the Grantor. Any expenses incurred in connection with the Grantor's obligations under this Section 5(d) shall be borne by the Grantor. The Grantor shall not abandon any right to file a Patent, Trademark or service mark application, or abandon any pending patent, application or any other Copyright, Patent or Trademark without the written consent of JobsOhio, which consent shall not be unreasonably withheld.

(e) The Collateral shall be used by the Grantor in its business and does not and will not constitute consumer goods within the meaning of the Commercial Code.

(f) The Grantor (i) has (or will have upon acquisition by the Grantor) good and sufficient title to all Collateral subject only to Permitted Encumbrances, (ii) has full right and authority to sell and convey the Collateral, without the consent or approval of any other Person other than any consent or approval that has been obtained prior to the date of execution and delivery of this Security Agreement, and (iii) will warrant and defend to JobsOhio such title to the Collateral and the lien, pledge and security interest of JobsOhio therein and thereon against all claims and demands whatsoever, except as associated with Permitted Encumbrances, and will, except as otherwise herein expressly provided, maintain the priority of the lien of, and the pledge and security interest granted by, this Security Agreement upon the Collateral until the Grantor shall be entitled to defeasance as provided herein.

(g) All equipment and other tangible Collateral shall remain in the Grantor's possession or control at all times at the Grantor's risk for loss and shall be kept at, and shall not, except as permitted by this Security Agreement or the Loan Agreement, or with prior written consent of JobsOhio, be removed from the Project Site.

(i) If, with respect to any part of the Collateral, any certificate of title or similar negotiable document, except negotiable instruments received in the ordinary course of business in collection of accounts receivable, is at any time outstanding, the Grantor shall within five (5) Business Days, advise JobsOhio thereof, cause the interest of JobsOhio to be properly and promptly noted thereon, and promptly deliver to JobsOhio any such negotiable certificate or document.

(h) No financing statement or security agreement purporting to cover any of the Collateral has heretofore been signed by the Grantor or names the Grantor as "debtor" except for Permitted Encumbrances and no such financing statement or security agreement is now on file in any public office except for Permitted Encumbrances.

(i) It has full power, authority and legal right to borrow the Loan and pledge the Collateral pursuant to this Security Agreement.

(j) Each of this Security Agreement and the Loan Agreement has been duly authorized, executed and delivered by the Grantor and constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(k) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the borrowing of the Loan and the pledge by the Grantor of the Collateral pursuant to this Security Agreement or for the execution and delivery of the Loan Agreement and this Security Agreement by the Grantor or the performance by the Grantor of its obligations thereunder.

(l) The execution and delivery of the Loan Agreement and this Security Agreement by the Grantor and the performance by the Grantor of its obligations thereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Grantor or any of its property, or the organizational or governing documents of the Grantor or any agreement or instrument to which the Grantor is party or by which it or its property is bound.

(m) The Grantor has taken all action required on its part for control (as defined in sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, as applicable) to have been obtained by JobsOhio over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than JobsOhio has control or possession of all or any part of the Collateral.

6. Receivables. If any Event of Default shall have occurred and be continuing, JobsOhio may, or at the request and option of JobsOhio the Grantor shall, notify account debtors and other persons obligated on any of the Collateral of the security interest of JobsOhio in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to JobsOhio.

7. Covenants. The Grantor covenants as follows:

(a) The Collateral, to the extent not delivered to JobsOhio pursuant to Section 4, will be kept at the Project Site and the Grantor will not remove the Collateral from such location without providing at least 30 days' prior written notice to JobsOhio. The Grantor will, prior to any change described in the preceding sentence, take all actions reasonably required by JobsOhio to maintain the perfection and priority of JobsOhio's security interest in the Collateral.

(b) The Grantor shall, at its own cost and expense, defend title to the Collateral and the First Priority lien and security interest of JobsOhio therein against the claim of any person claiming against or through the Grantor and shall maintain and preserve such perfected First Priority security interest for so long as this Security Agreement shall remain in effect.

(c) The Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein except for Permitted Encumbrances.

(d) The Grantor will keep the Collateral in good order and repair, reasonable wear and tear excepted, and will not use the same in violation of law or any policy of insurance thereon.

(e) The Grantor shall maintain or cause to be maintained in connection with the Grantor's business operations and the Collateral any workers' compensation coverage required by the applicable laws of the State of Ohio.

(f) The Grantor shall file with JobsOhio during the first two weeks of the calendar month succeeding each anniversary of the Completion Date, commencing with the month succeeding the first anniversary of the Completion Date, a certificate of the Grantor's chief executive officer or chief financial officer setting forth the description of each item of personal property or fixtures which has become a part of the Collateral and of any other additions, modification or improvements to the Collateral which have been made during the 12 calendar months preceding the first of the month in which such certificate is filed, if such additions, modifications or improvements made during such 12 months have an aggregate cost in excess of \$10,000.00.

(g) The Grantor will permit JobsOhio and JobsOhio's agents and representatives to inspect the Collateral and any property or records with respect thereto and to make copies thereof and to enter upon the Project Site for such purpose.

(h) The Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Security Agreement.

8. Insurance. The Grantor shall keep the Collateral continuously insured with Required Property Insurance Coverage and shall keep and maintain the Required Public Liability Insurance Coverage. All insurance shall be contained in and maintained by means of policies with generally recognized, responsible insurance companies alone or in conjunction with other companies through an insurance trust or other arrangements satisfactory to JobsOhio, and all such companies are to be qualified to do business in the State of Ohio. All such insurance shall name JobsOhio as an additional insured or as a lenders loss

payable, as applicable. The insurance to be provided may be by blanket policies in which event the Grantor shall furnish JobsOhio with a certificate of insurance for each policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. Each policy of insurance shall be written so as not to be subject to cancellation or substantial modification, which phrase shall include any reduction in the scope or limits of coverage, upon less than 30 days advance written notice to JobsOhio. The Grantor shall deposit with JobsOhio certificates or other evidence satisfactory to JobsOhio that (i) the insurance required hereby has been obtained and is in full force and effect and (ii) all premiums thereon have been paid in full. At least 30 days prior to the expiration of any such insurance, the Grantor shall furnish JobsOhio with evidence satisfactory to JobsOhio that such insurance has been renewed or replaced and that all premiums thereon have been paid in full and all insurance policies required hereby are in full force and effect.

All policies providing the Required Property Insurance Coverage shall contain standard mortgage clauses requiring all proceeds resulting from any claim for loss or damage in excess of \$10,000 to be paid, subject to the terms of the Subordination Agreement, to JobsOhio and any Net Proceeds of insurance providing such coverage shall be paid and applied as provided herein. Any proceeds of policies providing Required Public Liability Insurance Coverage shall be applied toward the extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

9. JobsOhio Appointed Attorney-in-Fact. Upon an Event of Default, the Grantor hereby appoints JobsOhio the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in JobsOhio's discretion to take any action and to execute any instrument which JobsOhio may deem necessary or advisable to accomplish the purposes of this Security Agreement (but JobsOhio shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

10. JobsOhio May Perform. If the Grantor fails to perform any obligation contained in this Security Agreement, JobsOhio may itself perform, or cause performance of, such obligation, and the expenses of JobsOhio incurred in connection therewith plus interest at the Interest Rate for Advances shall be payable by the Grantor; *provided that* JobsOhio shall not be required to perform or discharge any obligation of the Grantor.

11. Reasonable Care. JobsOhio shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. JobsOhio shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which JobsOhio accords its own property, it being understood that JobsOhio shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not JobsOhio has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Security Agreement, nor the exercise by JobsOhio of any of the rights and remedies hereunder, shall relieve the Grantor from the performance of any obligation on the Grantor's part to be performed or observed in respect of any of the Collateral.

12. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) Subject to the Subordination Agreement, JobsOhio, without any other notice to or demand upon the Grantor, may assert all rights and remedies of a lender, secured party, or creditor under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Grantor at its notice address as provided in Section 16 hereof ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, JobsOhio may sell such Collateral on such terms and to such purchaser(s) as JobsOhio in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, JobsOhio may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands it may acquire against JobsOhio arising out of the exercise by it of any rights hereunder. The Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, JobsOhio or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither JobsOhio nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. JobsOhio shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

(b) Any cash held by JobsOhio as Collateral and all cash Proceeds received by JobsOhio in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by JobsOhio to the payment of expenses incurred by JobsOhio in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of JobsOhio hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as JobsOhio shall elect. Any surplus of such cash or cash Proceeds held by JobsOhio and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus. The Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by JobsOhio to collect such deficiency.

(c) If JobsOhio shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, the Grantor agrees that, upon request of JobsOhio, the Grantor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

13. No Waiver and Cumulative Remedies. JobsOhio shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

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

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

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

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

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

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

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

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

15. Amendments. None of the terms or provisions of this Security Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by JobsOhio and the Grantor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

16. Addresses For Notices. All notices and other communications provided for in this Security Agreement shall be in writing and shall be given in the manner, at the addresses and become effective as set forth in the Loan Agreement.

17. Continuing Security Interest; Further Actions. This Security Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) subject to Section 18, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of JobsOhio and its successors, transferees and assigns; *provided that* the Grantor may not assign or otherwise transfer any of its rights or obligations under this Security Agreement without the prior written consent of JobsOhio.

18. Termination; Release. On the date on which all Secured Obligations have been paid and performed in full and all obligations under the Loan Agreement satisfied, JobsOhio will, at the request and sole expense of the Grantor, (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of JobsOhio, together with any monies at the time held by JobsOhio hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Security Agreement and releasing all filings under the UCC or with the United States Patent and Trademark Office or with the United States Copyright Office, if applicable.

19. GOVERNING LAW. This Security Agreement shall be deemed to be made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio and shall inure to the benefit of and be binding upon the Grantor, JobsOhio and their respective permitted successors and assigns. THE GRANTOR IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN THE CITY OF COLUMBUS, COUNTY OF FRANKLIN AND STATE OF OHIO, AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDING BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDING, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY. NOTHING IN THIS SECURITY AGREEMENT SHALL PRECLUDE JOBSOHIO FROM BRINGING A PROCEEDING IN ANY OTHER JURISDICTION NOR WILL THE BRINGING OF A PROCEEDING IN ANY ONE OR MORE JURISDICTIONS PRECLUDE THE BRINGING OF A PROCEEDING IN ANY OTHER JURISDICTION. THE GRANTOR FURTHER AGREES AND CONSENTS THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY PROCEEDING IN ANY OHIO STATE OR UNITED STATES COURT SITTING IN THE CITY OF COLUMBUS AND COUNTY OF FRANKLIN MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE GRANTOR AT ITS NOTICE ADDRESS, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT; EXCEPT THAT IF THE GRANTOR SHALL REFUSE TO ACCEPT DELIVERY, SERVICE SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED.

20. WAIVER OF JURY TRIAL. THE GRANTOR AND JOBSOHIO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT, THE NOTE, THE LOAN DOCUMENTS, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER THE GRANTOR NOR JOBSOHIO

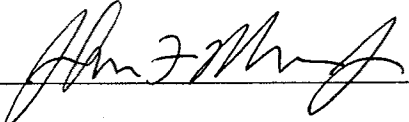
SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE GRANTOR OR JOBSOHIO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

21. Counterparts. This Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Security Agreement. This Security Agreement constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

JOBSOHIO

By: 

Name: JOHN F. MINOR JR

Title: PRESIDENT ; CHIEF INVESTMENT OFFICER

BATTERII, LLC

By: _____

Name: Kevin C. Cummins

Title: Chief Executive Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

JOBSONIO

By: _____

Name: _____

Title: _____

BATTERII, LLC

By:  _____

Name: Kevin C. Cummins

Title: Chief Executive Officer

2002338_1

SCHEDULE 1

Commercial Tort Claims

None.

SCHEDULE 2

Deposit Accounts

US Bank
201 West 4th Street
Cincinnati, OH 45202
(513) 361-8243
Checking Account Routing Number: 042000013
Bank Checking Account Number: 130116343174

SCHEDULE 3

Copyrights, Patents and Trademarks

Patents: None

Copyrights: None

Trademark: "Batterii" registered on February 21, 2012; Serial Number 85360142

A LEGAL PROFESSIONAL ASSOCIATION

BUCKLEY KING

1400 FIFTH THIRD CENTER

600 SUPERIOR AVENUE EAST • CLEVELAND, OHIO 44114-2652

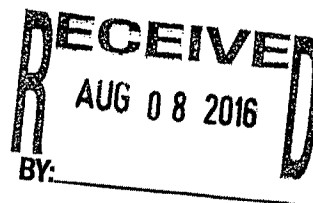
T: 216.363.1400 • F: 216.579.1020

www.buckleyking.com

Writer's e-mail: lowe@buckleyking.com

August 5, 2016

Mail Stop Assignment Recordation Bank
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450



Re: JobsOhio Loan to Batterii, LLC

Dear Sir/Madam:

Enclosed please find a Cover Sheet with a copy of the Security Agreement signed by Batterii, LLC in favor of JobsOhio. I have also enclosed our firm check in the amount of \$40.00 for the required fee. Please let me know if you have any questions or concerns.

Very truly yours,

A handwritten signature in cursive script that reads "Lisa Arlyn Lowe".

Lisa Arlyn Lowe

LAL/tgd
Enclosures

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