

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572403

|   |                                      |                       |                            |
|---|--------------------------------------|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                       |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>  | Secured Non-Recourse Promissory Note |                       |                            |
| <b>CONVEYING PARTY DATA</b>   |                                      |                       |                            |
| <b>Name</b>   | <b>Formerly</b>                      | <b>Execution Date</b> | <b>Entity Type</b>         |
| G2i (assignment for the benefit of creditors), LLC  |                                      | 04/13/2020            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |                                      |                       |                            |
| <b>Name:</b>  | Principle Business Enterprises, Inc. |                       |                            |
| <b>Street Address:</b>  | 20189 Pine Lake Road                 |                       |                            |
| <b>City:</b>  | Bowling Green                        |                       |                            |
| <b>State/Country:</b>   | OHIO                                 |                       |                            |
| <b>Postal Code:</b>   | 43402                                |                       |                            |
| <b>Entity Type:</b>   | Corporation: OHIO                    |                       |                            |
| <b>PROPERTY NUMBERS Total: 6</b>  |                                      |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                        | <b>Word Mark</b>      |                            |
| <b>Serial Number:</b>   | 87602819                             | NEAR                  |                            |
| <b>Serial Number:</b>   | 87602837                             | SMARTPAD              |                            |
| <b>Serial Number:</b>   | 87602842                             | SMARTBRIEF            |                            |
| <b>Serial Number:</b>   | 87602832                             | (NEAR)                |                            |
| <b>Serial Number:</b>   | 87602846                             | SMART PADS            |                            |
| <b>Serial Number:</b>   | 87602854                             | (N)                   |                            |
| <b>CORRESPONDENCE DATA</b>  |                                      |                       |                            |
| <b>Fax Number:</b>  | 2165665800                           |                       |                            |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                                      |                       |                            |
| <b>Phone:</b>   | 2165665791                           |                       |                            |
| <b>Email:</b>   | Jennifer.Hardy@thompsonhine.com      |                       |                            |
| <b>Correspondent Name:</b>  | Scott Lepene, Esq.                   |                       |                            |
| <b>Address Line 1:</b>  | 3900 Key Center                      |                       |                            |
| <b>Address Line 2:</b>  | 127 Public Square                    |                       |                            |
| <b>Address Line 4:</b>  | Cleveland, OHIO 44114                |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Scott Lepene                         |                       |                            |
| <b>SIGNATURE:</b>   | /s/ Scott Lepene                     |                       |                            |
| <b>DATE SIGNED:</b>   | 04/17/2020                           |                       |                            |

OP \$165.00 87602819

**Total Attachments: 11**

source=Secured Promissory Note#page1.tif  
source=Secured Promissory Note#page2.tif  
source=Secured Promissory Note#page3.tif  
source=Secured Promissory Note#page4.tif  
source=Secured Promissory Note#page5.tif  
source=Secured Promissory Note#page6.tif  
source=Secured Promissory Note#page7.tif  
source=Secured Promissory Note#page8.tif  
source=Secured Promissory Note#page9.tif  
source=Secured Promissory Note#page10.tif  
source=Secured Promissory Note#page11.tif

THIS SECURED PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IT MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT.

SECURED NON-RECOURSE PROMISSORY NOTE

\$278,643.00

April 13, 2020

FOR VALUE RECEIVED, the undersigned, G2i (assignment for the benefit of creditors), LLC, a California limited liability company (“**Issuer**”), HEREBY PROMISES TO PAY to the order of Principle Business Enterprises, Inc., an Ohio corporation (“**Holder**”), the principal amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED FORTY-THREE DOLLARS AND NO CENTS (\$278,643.00) together with interest accrued on the unpaid principal amount of this secured promissory note (this “**Note**”), payable as provided herein. This Note is being issued in connection with the commencement of the general assignment for the benefit of creditors of G2i Incorporated (“**Assignor**”) administered by Issuer. The proceeds of the loan evidenced by this Note shall be used by Issuer solely to fund the costs and expenses of Issuer’s administration of Assignor’s assignment estate (the “**Assignment Estate**”) as set forth in the budget for the general assignment for the benefit of creditors (the “**ABC Budget**”) agreed to by Issuer and Holder, as such may be modified from time to time by written agreement of Issuer and Holder.

**ARTICLE I**  
**TERMS OF PAYMENT**

SECTION 1.01. Payments. Payment of the principal amount of this Note or, if less, the aggregate unpaid principal amount of this Note together with interest accrued on the unpaid principal amount shall be payable in full in cash on the earliest of: (i) the date occurring five (5) business days after liquidation of all or substantially all of the Assignment Estate’s assets (the “**Assets**”) and proceeds have been received; (ii) December 31, 2020; and (iii) the occurrence of an Event of Default, as described in Section 2.01 of this Note (the “**Maturity Date**”). The principal and interest on this Note is payable in lawful money of the United States in immediately available funds at such place as Holder hereof may from time to time designate in writing to Issuer. Whenever any payment hereunder shall be stated to be due on a day other than a business day, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in the computation of payment of interest.

SECTION 1.02. Prepayments. Issuer may, on any business day, prepay the then outstanding principal amount of this Note in whole or in part, together with accrued interest to the date of such prepayment on the principal amount prepaid without premium or penalty. Issuer shall prepay this Note with the net cash proceeds of any Collateral (as defined below), subject to the prior repayment of the costs and expenses of the assignment estate then due and payable in accordance with the ABC Budget agreed to by Issuer and Holder.

SECTION 1.03. Release. The “**Release Date**” shall mean the earlier of (i) the effective date of any foreclosure by the Holder of its liens and security interests in all of the Collateral or (ii) December 31, 2020, if the Issuer (in its capacity as assignee of the Assets) has not liquidated all or substantially all of the Assets by such date, despite commercially reasonable good faith efforts on the part of the Issuer to do so. Each of the Holder and the Issuer hereby expressly agrees that, notwithstanding anything to the contrary set forth herein, upon the Release Date and if no Event of Default exists on such date, each of the Holder and the Issuer, on the Release Date, shall be deemed to have released (the “**Releases**”) the other from any and all claims, obligations, causes of action and liabilities, demands for

monetary relief (including costs, expenses, attorneys' fees, damages, losses and liabilities of every kind), whether known or unknown, whether suspected or unsuspected, and whether asserted or unasserted, concerning, pertaining to or arising under this Note, except with respect to the Holder's secured loan on a non-recourse basis and security interests in the Collateral; provided, however, that (i) the security interests granted hereunder shall remain in effect and the Loan shall be non-recourse to the Issuer, and (ii) the Releases shall be conditioned upon the Issuer's continuous commercially reasonable good faith efforts to liquidate the Assets from the date first written above through the Release Date. In furtherance of releases contemplated hereby, each of the Holder and the Issuer, with respect to the specific matters released herein, knowingly, voluntarily, intentionally and expressly waives, as against the other, any and all rights and benefits conferred by any law of any state or territory of the United States or principle of common law that may provide in substance as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR.

In connection with such waiver and relinquishment, each of the Holder and the Issuer acknowledge that it is aware that it may hereafter discover facts in addition to or different from those which it knows or believes to be true and with respect to the subject matter of the Releases contemplated hereby, but that it is its intention hereby, upon the occurrence of the Release Date and if no Event of Default exists on such date, to fully, finally and forever settle and release all matters, disputes, and differences, whether known or unknown, suspected or unsuspected, that are described herein.

SECTION 1.04. Interest. Interest shall accrue on the outstanding principal amount of this Note at a rate per annum equal to six percent (6%) per annum. Interest shall be payable in arrears as set forth in Section 1.01 above. Accrued interest shall be compounded annually.

SECTION 1.05. Computations. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable.

SECTION 1.06. Non-Recourse Obligations. Notwithstanding anything to the contrary herein, Holder agrees that for payment of this Note it will look solely to the Collateral (as defined herein), and any such other collateral, if any, it may now or hereafter be given to secured payment of this Note, and no other assets of Issuer or any of its respective parents, subsidiaries, officers, directors, shareholders, partners, attorneys, real estate brokers, trustees, affiliates, predecessors, successors, representatives, insurers, assignees, agents, employees, administrators, and all persons acting by, through or in any way on behalf of Issuer shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Holder, or for any payment required to be made under this Note.

## ARTICLE II EVENTS OF DEFAULT

SECTION 2.01. Events of Default. The following shall constitute "**Events of Default**" under this Note:

(a) Issuer fails to pay timely any principal or interest under this Note on the date the same becomes due and payable, and such failure is not cured within ten (10) business days;

(b) Issuer, on its own behalf and other than for purpose of administering the assets of Assignor, pursuant to or within the meaning of Title 11 of the United States Code, or any similar federal,

state or foreign law for the relief of debtors or any arrangement, reorganization, assignment for the benefit of creditors or any other marshalling of the assets and liabilities of Issuer (“**Bankruptcy Law**”):

- (i) commences a voluntary case or proceeding;
- (ii) consents to the entry of an order for relief against it in an involuntary case or proceeding;
- (iii) consents to the appointment of a receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law (“**Custodian**”) of it or for all or any substantial portion of its property or assets;
- (iv) makes a general assignment for the benefit of its creditors;

(c) an involuntary case or proceeding is commenced against Issuer under any Bankruptcy Law and is not dismissed, bonded or discharged within sixty (60) days thereafter, or a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

- (i) is for relief against Issuer in an involuntary case or proceeding;
  - (ii) appoints a Custodian of Issuer or for all or substantially all of its properties;
- or
- (iii) orders the liquidation of Issuer;

and in each case under this Section 2.01(c) the order or decree remains unstayed and in effect for sixty (60) days;

(d) the general assignment for the benefit of creditors of G2i Incorporated is not consummated on or prior to April 13, 2020; or

(e) Issuer fails to consummate a sale of substantially all of the Assignment Estate’s Assets on or before December 31, 2020.

#### SECTION 2.02. Effect of Event of Default.

(a) If an Event of Default occurs the principal balance of and accrued interest on this Note shall become due and payable immediately without any declaration or other act on the part of Holder and interest shall thereafter accrue at a rate per annum equal to eight percent (8%), compounded annually, or the maximum rate allowed by Law, whichever is less.

(b) Upon the occurrence of an Event of Default, the Holder shall have the rights, options, duties and remedies of a secured party as permitted by law, including, without, limitation, to sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including the Issuer’s premises) as the Holder determines is commercially reasonable; and/or to credit bid and purchase all or any portion of the Collateral at any public sale.

(c) If any Event of Default shall have occurred and be continuing, Holder may proceed to protect and enforce its rights either by suit in equity or by action at law, or both, whether for specific performance of any provision of this Note or in aid of the exercise of any power granted to Holder under this Note. In the event it becomes necessary for Holder to employ legal counsel or to take any other action to collect any sums due under this Note, to enforce any provisions of this Note, or to protect any of Holder’s

rights under this Note, Issuer agrees to pay to Holder, to the extent permitted by law, all costs (including reasonable attorneys' fees) of any such legal proceedings or actions, all of which shall be and become a part of the amount due under this Note.

**ARTICLE III**  
**ISSUER'S REPRESENTATIONS AND WARRANTIES**

SECTION 3.01. Good Standing. The Issuer hereby represents and warrants to the Holder that the Holder is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

SECTION 3.02. Authority. The Issuer hereby represents and warrants to the Holder that, as of the date hereof, (i) it has all requisite power and authority to enter into and deliver this Note and to perform its obligations hereunder; (ii) the execution, delivery and performance by the Issuer of this Note, and the consummation of all of the transactions contemplated hereby, have been duly and validly authorized by the Issuer; (iii) the execution, delivery, and performance by the Issuer of this Note does not and will not contravene its organizational documents, any contractual or judicial restriction binding on or affecting the Issuer, or any law, statute, rule or regulation, or order, judgment, injunction or decree of any court, administrative agency or government body applicable to the Issuer; (iv) no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by the Issuer of the transactions contemplated by this Note; and (v) this Note is the legal, valid and binding obligation of the Issuer, enforceable against it in accordance with its terms.

SECTION 3.03. Commercial Reasonableness. The Issuer hereby covenants to use commercially reasonable efforts in good faith to liquidate the Assets prior to the Release Date in arms-length transactions for commercially reasonable consideration.

**ARTICLE IV**  
**SECURITY GRANT/PRE-ABC SUBORDINATION**

SECTION 4.01. Security Grant.

(a) Issuer hereby grants, pledges, assigns, transfers, hypothecates and sets over to Holder a valid, continuing first priority security interest in all of Issuer's right, title and interest in the Collateral (as described below), in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired and wherever the same may be located, in order to secure prompt, full, faithful and timely payment and performance of the obligations under this Note, including without limitation all accrued and unpaid interest owing hereunder and any other obligations arising hereunder (including interest and other amounts that, but for the filing of a petition in bankruptcy with respect to Issuer, would accrue on such obligations, whether or not a claim is allowed against Issuer for such amounts in the related bankruptcy proceeding) (collectively, the "**Obligations**"), whether at stated maturity, acceleration or otherwise, together with all extensions or renewals thereof, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owned with others, and whether or not such Obligations under the Note are from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such Obligations that are paid, to the extent all or any party of such payment is avoided or recovered directly or indirectly from Holder as a preference, fraudulent transfer or otherwise. "Collateral" shall include all of Issuer's interests in all of the following types of personal property, wherever located and whether now owned or hereafter acquired (collectively, the "**Collateral**"):

(i) all present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, royalties, license rights, license fees, rights to payment, instruments, documents,

chattel paper, security agreements, guaranties, letters of credit, undertakings, surety bonds, insurance policies, notes and drafts, and all forms of obligations owing to the Issuer or in which the Issuer may have any interest, however created or arising and whether or not earned by performance;

(ii) all inventory, goods, and equipment now owned or hereafter acquired, including, without limitation, all computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(iii) all other contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, trademark applications, service marks, brand names, logos, slogans, trade styles, trade dress, trade names, domain names, trade secrets, patents, patent applications, leases, license agreements, purchase orders, customers lists, route lists, infringements, claims, computer programs, software, source code, website code, object code, algorithms, flow-charts, user manuals, computer discs, computer tapes, literature, reports, catalogs, design rights, design documents, methods, processes, intellectual property, intellectual property rights, income tax refunds, payments of insurance and rights to payment of any kind;

(iv) all deposit accounts, securities, securities entitlements, securities accounts, investment property, letters of credit and certificates of deposit now owned or hereafter acquired and the Issuer's books relating to the foregoing;

(v) all copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing;

(vi) all the Issuer's books and records relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, provided, however, that only in the event the Issuer or an advisory firm retained to manage the estate of the Assignor experiences an Insolvency Event (defined below) shall the Holder be entitled to foreclose on and seize any of the foregoing books and records, which foreclosure and seizure shall be for the sole purpose of protecting the Holder's right to receive repayment of the Loan Amount pursuant to the terms of this Secured Promissory Note and the Holder may only retain possession thereof until such time as a successor assignee for the benefit of the creditors of the Assignor shall have been appointed, at which time such books and records shall be delivered to the possession of such successor assignee; and

(vii) any and all amounts received by the Issuer in connection with any litigation relating to any of the foregoing, provided, that if the Holder has consented to such litigation, the Issuer shall first receive payment in full for all costs and expenses incurred by the Issuer in its capacity as assignee in connection with the conduct of such litigation (which costs and expenses shall include, without limitation, the reasonable attorneys' fees and disbursement costs of counsel to the Issuer in its capacity as assignee in connection with the conduct of the litigation).

Each category of Collateral set forth above shall have the meaning set forth in Division 9 of the California Uniform Commercial Code in effect on the date hereof (the "UCC").

(b) The Issuer (in its sole capacity as assignee of the Assets) hereby authorizes the Holder to file (with or without the Issuer's signature), at any time and from time to time thereafter, all financing statements, continuation financing statements, termination statements and other documents and instruments, in form reasonably satisfactory to the Holder, and to take all other action, as the Holder may

reasonably request, to perfect and continue perfected, maintain the priority of, or provide notice of, the Holder's security interest in the Collateral and to accomplish the purposes of this Note, which financing statements may describe the Collateral as "all assets" or "all personal property" of the Issuer or words of similar import. This Note is a security agreement for purposes of the Uniform Commercial Code and other applicable law.

(c) Issuer hereby agrees that it will not change its state of organization or locations at which the Collateral is located without giving the Holder at least thirty (30) days prior written notice thereof. In addition, the Issuer hereby agrees that it will not (i) change its name, federal employer identification number, corporate structure or identity, or (ii) create or operate under any new fictitious name without giving the Holder at least thirty (30) days prior written notice thereof.

(d) Issuer agrees that from time to time, at the expense of Issuer, Issuer will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Holder may request, in order to perfect any security interest granted or purported to be granted hereby or to enable Holder to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(e) Issuer shall permit Holder, upon reasonable prior notice to inspect Issuer's books and records, including computer files, and to make copies, and to test, inspect, and appraise the Collateral, in order to verify any matter relating to either Issuer or the Collateral.

(f) Issuer hereby irrevocably appoints Holder as Issuer's attorney-in-fact, effective upon the occurrence and during the continuance of an Event of Default hereunder, with full authority in the place and stead of Issuer and in the name of Issuer, Holder or otherwise, from time to time in Holder's discretion, to take any action and to execute any instrument that Holder may deem necessary or advisable to accomplish the purposes of this Note.

(g) The powers conferred on Holder hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Holder shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Holder shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Holder accords its own property.

(h) In addition to all other rights and remedies provided for herein or otherwise available to it, Holder may exercise in respect of the Collateral, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral).

(i) Upon the unconditional satisfaction of the Obligations in full, (i) the security interest in the Collateral in favor of Holder granted hereby shall automatically terminate without any further action on the part of Issuer or Holder, (ii) Issuer and its designees shall be authorized to file such terminations of such security interest as Issuer reasonably deems necessary, and Holder shall execute and deliver, at Issuer's expense, such further evidence of the termination or release of such security interest as Issuer may reasonably request.

## **ARTICLE V** **MISCELLANEOUS**

SECTION 5.01. Amendments and Waiver. Any provision of this Note may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Issuer and Holder, or in the case of a waiver, by Holder. No failure or delay by Holder in exercising any



right, power or privilege hereunder shall operate as a waiver nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

SECTION 5.02. Remedies. No remedy made available by any of the provisions of this Note is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Issuer hereby waives presentment for payment, demand, notice of dishonor, protest and notice of protest of this Note.

SECTION 5.03. Credit Bid Rights. Holder shall be afforded the right to credit bid the outstanding indebtedness set forth in this Note in connection with the Issuer's implementation of a commercially reasonable sale process. Holder does not possess any additional credit bid rights that may pertain to any previous loan documents that it executed with the Assignor.

SECTION 5.04. Allocation of Proceeds. Notwithstanding anything to the contrary contained herein or in any separate agreement, document, or other instrument entered into between the Holder and the Assignor (whether now existing or hereinafter arising) or the Holder and the Issuer, any proceeds arising out of the realization upon any Collateral (whether before or upon any foreclosure undertaken by the Holder), shall be applied as follows: first to the payment in full of all professional fees charged by the Issuer in its capacity as Assignee of the Assignment Estate and in connection with the liquidation of the Assets of the Assignment Estate, not to exceed such amounts in the ABC Budget, second to the payment in full of all other amounts payable pursuant to the ABC Budget, including, without limitation, all of Holder's expenses in connection with the negotiation and documentation of this Note and any other related expenses, not to exceed such amounts as set forth in the ABC Budget, third to the payment in full of all accrued and unpaid interest associated with this Note, fourth to the payment in full of all unpaid principal set forth in this Note, and fifth, to the payment in full of all other amounts payable under this Note and applicable law.

SECTION 5.05. Assignment. This Note shall be binding upon, inure to the benefit of and be enforceable by any successor in interest to Holder; provided that Holder shall not directly or indirectly assign any of its rights or obligations under this Note (including by way of security interest) without the prior written consent of Issuer. Any assignment or transfer in contradiction of this Section 5.05 shall be null and void.

SECTION 5.06. Severability. In case any particular provision of this Note shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Note or affecting the validity or enforceability of this Note or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Note or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.07. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any conflicts of laws principles thereof that would otherwise require the application of the law of any other jurisdiction.

SECTION 5.08. Time of the Essence. Time is of the essence with regard to this Note.

SECTION 5.09. Notices; Place of Payment. Any notice hereunder shall be in writing and shall be delivered by recognized courier, facsimile or certified mail, return receipt requested, with a copy by electronic mail, and shall be conclusively be deemed to have been received by a party hereto and to be

effective on the day on which delivered and emailed to such party at the addresses set forth below (or at such other addresses as such other party may from time to time specify in writing:

If to Issuer: G2i (assignment for the benefit of creditors), LLC  
Attn: Michael A. Maily  
3945 Freedom Circle, Suite 560  
Santa Clara, CA 95054  
Facsimile: (650) 454-8002  
Email: mam@sherwoodpartners.com

With a copy to: Sheppard, Mullin, Richter & Hampton LLP  
Attn: Ori Katz  
Four Embarcadero Center, Seventeenth Floor  
San Francisco, CA 94111  
Facsimile: (415) 434-3947  
Email: okatz@sheppardmullin.com

If to Holder: Principle Business Enterprises, Inc.  
Attn: Tricia Bell  
20189 Pine Lake Rd  
Bowling Green, OH 43402  
Email: tbell@pbenet.com

With a copy to: Thompson Hine LLP  
Attn: Scott Lepene  
127 Public Square  
3900 Key Center  
Cleveland, OH 44114  
Facsimile: 216-566-5800  
Email: scott.lepene@thompsonhine.com

All payments to be made under this Note are to be delivered to Holder at the address listed above, or to the attention of such person as Holder may designate by prior written notice to Issuer. At the request of Holder, all payments shall be made by wire transfer of immediately available funds to an account which Holder may designate in writing from time to time.

SECTION 5.10. Entire Agreement. This Note contains the entire agreement between the parties and supersedes all other agreements, understandings and representations, oral or otherwise, between the parties with respect to the matters contained herein. This Note shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators and fiduciaries. Section headings used herein are for convenience only and shall not affect the meaning or construction of any of the provisions hereof. This Note may be executed in any number of counterparts with the same effect as if the signatories thereto and hereto were upon the same instrument and electronically transferred (i.e., PDF) signatures shall be construed as original signatures for all purposes.


[Signature Pages Follow]



IN WITNESS WHEREOF, Holder has caused this Note to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Acknowledged and Agreed:

**PRINCIPLE BUSINESS ENTERPRISES,  
INC.**

By: 

Name: Tricia Bell

Title: General Counsel

| ID   | Type                    | Filing Title  | Description  | Filing Date | Issue Date                  | Application #    | Patent #  | Status                             |
|------|-------------------------|---|--|-------------|-----------------------------|------------------|-----------|------------------------------------|
| IP1  | Design Patent           | Incontinence Sensor Pad   | Wetness sensing incontinence pad design.                     | 11/23/2016  | 8/28/2018                   | 29/585,445       | 0826,740  | Issued                             |
| IP2  | Utility Patent          | Monitoring Device, System, and Method for Detecting Wetness in a Garment          | System and method of wetness detection.                      | 9/29/2018   |                             | 16/141,590       |           | Pending                            |
| IP3  | PCT                     | Monitoring Device, System, and Method for Incontinence Sensor Pad and Transmitter | System and method of incontinence monitoring interface.      | 11/22/2017  |                             | PCT/US17/63042   |           | National Phase                     |
| IP4  | Utility Patent          | Monitoring Device for Detecting Wetness in a Garment                              | System and method of wetness detecting hardware.             | 06/21/2018  |                             | 16/014,723       |           | Pending                            |
| IP5  | Utility Patent          | Monitoring Device, System, and Method for Incontinence Sensor Pad and Transmitter | System and method of cloud based incontinence data handling. | 11/22/2017  |                             | 16/463,052       |           | Pending                            |
| IP6  | Provisional Patent      | Health Condition Sensor   |  | 3/4/2019    |                             | 62/813,436       |           | Pending                            |
| IP7  | Utility Patent          | Sensor Cloud Architecture for Moisture Detection                                  |  | 3/26/2019   |                             | 16/365,372       |           | Pending                            |
| IP8  | National Phase (Japan)  | Monitoring Device, System, and Method for Incontinence Sensor Pad and Transmitter |  | 11/22/2017  |                             | Not Yet Received |           | Pending                            |
| IP9  | National Phase (Canada) | Monitoring Device, System, and Method for Incontinence Sensor Pad and Transmitter |  | 11/22/2017  |                             | Not Yet Received |           | Pending                            |
| IP10 | National Phase (EPO/EU) | Monitoring Device, System, and Method for Incontinence Sensor Pad and Transmitter |  |             |                             | Not Yet Received |           | Mailed                             |
| TM1  | Trademark               | NEAR  |  | 9/11/2017   |                             | 87/602,819       |           | Published (Principal Register)     |
| TM2  | Trademark               | SMARTPAD  |  | 9/11/2017   |                             | 87/602,837       |           | ABANDONED                          |
| TM3  | Trademark               | SMARTBRIEF  |  | 9/11/2017   | Registration Date: 2/9/2019 | 87/602,842       |           | Registered (Supplemental Register) |
| TM4  | Trademark & Servicemark | NEAR and Design   |  | 9/11/2017   |                             | 87/602,832       | 5,682,304 | Published (Principal Register)     |
| TM5  | Trademark               | SMARTPADS   |  | 9/11/2017   |                             | 87/602,846       |           | Pending (Supplemental Register)    |
| TM6  | Trademark & Servicemark | (N) and Design (Stylized)   |  | 9/11/2017   |                             | 87/602,854       |           | Published (Principal Register)     |
| IP11 | Utility Patent          | Analog to Digital Sensor Cloud for Moisture Detection                             |  | In Process  |                             |                  |           |                                    |
| IP12 | Design Patent           | Incontinence Sensor Brief   |  | 6/4/2019    |                             | 29/693,680       |           |                                    |
| IP13 |                         | 2-way gateway for nurse call integration  |  |             |                             |                  |           |                                    |
| IP14 |                         | zigbee keep alive based geotagging  |  |             |                             |                  |           |                                    |
| IP15 |                         | deidentification with token use instead of mac id                                 |  |             |                             |                  |           |                                    |