

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI115705

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entire recordal which was unauthorized and is an improper recordal at previously recorded on Reel 6823 Frame 900. Assignor(s) hereby confirms the Lien and security interest for undivided interest and goodwill with protected passage into safe harbor.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERSCORP Holdings, Inc.		11/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MERSCORP Holdings, Inc.		
Street Address:	1818 Library Street		
Internal Address:	Suite 300		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2084831	MERS	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3123684000		
Email:	ch.tm@us.dlapiper.com,deanne.vannatta@us.dlapiper.com		
Correspondent Name:	Michael A. Geller		
Address Line 1:	444 W. Lake Street		
Address Line 2:	Suite 900		
Address Line 4:	Chicago, ILLINOIS 60606-0089		
ATTORNEY DOCKET NUMBER:	308061.002237		
NAME OF SUBMITTER:	DEANNE VAN NATTA		
SIGNATURE:	DEANNE VAN NATTA		
DATE SIGNED:	03/22/2024		
Total Attachments: 20			

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Lien and Security Interest for Undivided Interest and Goodwill with Protected Passage into Permanent Safe Harbor

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kimberly K. Buchanan		12/22/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	MERSCORP HOLDINGS
Street Address:	1818 LIBRARY STREET SUITE 300
City:	RESTON
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	Corporation: DELAWARE
Name:	CORELOGIC INFORMATION SOLUTIONS, INC
Street Address:	4 FIRST AMERICAN WAY
City:	SANTA ANA
State/Country:	CALIFORNIA
Postal Code:	92707
Entity Type:	Corporation: DELAWARE
Name:	AUCTION.COM ENTERPRISES, LLC
Street Address:	ONE MAUCHLY
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	Corporation: DELAWARE
Name:	Bureau of the Fiscal Service, Department of the Treasury
Street Address:	200 Third Street Room 305
City:	Parkersburg
State/Country:	WEST VIRGINIA
Postal Code:	26106
Entity Type:	Federal Agency: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75031300	MERS

TRADEMARK

REEL: 008377 FRAME: 0830

Property Type	Number	Word Mark
Serial Number:	77943248	CORELOGIC
Serial Number:	85172009	AUCT!ON.COM

CORRESPONDENCE DATA

Fax Number:

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.

Email: kbuchanan1060@gmail.com

Correspondent Name: Kimberly K. Buchanan

Address Line 1: 85 West 24th Place

Address Line 4: Eugene, OREGON 97405

NAME OF SUBMITTER: Kimberly BUCHANAN

SIGNATURE: /Kimberly BUCHANAN/

DATE SIGNED: 12/22/2019

Total Attachments: 14

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: MERSCORP Holdings, Inc.)
)
Mark: MERS)
)
Registration No.: 2084831)
)
Registration Date: July 29, 1997)

DECLARATION

I, Sharon Horstkamp being duly sworn, declare:

1. I am the Senior Vice President of MERSCORP Holdings, Inc. ("MERSCORP"), and I am authorized to execute this declaration.
2. MERSCORP is the owner of all right, title, and interest in and to the trademark MERS, including, without limitation, U.S. Registration No. 2084831 for MERS (the "Registration").
3. MERSCORP seeks to correct the chain of title for the Registration and remove assignments improperly recorded against the Registration.
4. In short, the following documents recorded with the United States Patent and Trademark Office ("USPTO") against the Registration were improperly recorded, do not reflect an assignment or transfer in rights, and should be removed from the Registration:
 - Assignment 4, Reel/Frame: 7292/0572
 - Assignment 7, Reel/Frame: 6840/0129
 - Assignment 8, Reel/Frame: 6797/0408
 - Assignment 9, Reel/Frame: 6823/0900
 - Assignment 10, Reel/Frame: 6828/0001
 - Assignment 11, Reel/Frame: 7136/0762
 - Assignment 12: Reel/Frame: 7694/0268

Collectively, these documents are hereinafter referred to as the "Improper Assignments."
5. The Improper Assignments were recorded against the Registration without MERSCORP's knowledge or consent, and they were not signed by MERSCORP.

6. Even a cursory review of the Improper Assignments shows that they do not assign any rights in the Registration or MERSCORP trademark.
7. The document listed at Assignment 4, Reel/Frame 7292/0572 was recorded on February 8, 2021 and filed by Kenneth Dost. The recorded document, entitled “Trademark Assignment of the Entire Undivided Rights, Title, and Interest (by indisputable rebuttal, revocation, and reversal),” is signed by Mr. Dost, not the registrant, MERSCORP. The document refers to Mr. Dost’s rights to the tradename KENNETH W. DOST, not the MERS trademark. The document is not an assignment of the MERS mark, and the assignment was therefore improperly filed.
8. The document listed at Assignment 7, Reel/Frame: 6840/0129 was recorded on November 4, 2019 and filed by Elizabeth L. Combs. The recorded document entitled “Lien and security interest for undivided rights, title, and interest and complete renunciation of Mortgage Electronic Registration Systems, Inc. and all iterations, thereto, inclusive but not exclusive only to its current iteration, MERSCORP Holdings. Order for immediate and urgent processing: corrections of record for affected errors with immediate relief; that includes all nomination of Mortgage Electronic Registration Systems, Inc. (MERS) and MERS® System, Inc., successors and assigns, legal representatives, successors and assigns, et al nunc pro tunc, *mutatis mutandis*” is signed by Ms. Combs and Mr. Edwin J. Combs, not MERSCORP. The document appears to refer to Edwin J. Combs’s rights to the tradename EDWIN J. COMBS and Elizabeth L. Combs’ rights to the tradename ELIZABETH L. COMBS, not the MERS trademark. Given that the supporting document is not an assignment of the MERS mark, the assignment was therefore improperly filed.
9. The document listed at Assignment 8, Reel/Frame: 6797/0408 was recorded on November 16, 2019 and filed by Kenneth Dost. The recorded document entitled “Lien and security interest for undivided rights, title, and interest and complete renunciation of MERSCORP Holdings, Inc. (in its current iteration) Order for immediate and urgent processing: corrections of record with immediate relief for affected errors, as stated herein that includes all nomination of Mortgage Electronic Registration Systems, Inc. (MERS) and MERS® System, Inc., successors and assigns, legal representatives, successors and assigns, et all nunc pro tunc, *mutatis mutandis*” is signed by Mr. Dost and Ms. Michelle A. Dost, not MERSCORP. The document refers to Kenneth W. Dost’s rights to the trade name KENNETH WILLIAM DOST, and Michelle A. Dost’s rights to the tradename MICHELLE A. DOST, not the MERS trademark. Thus, the supporting document is not an assignment of the MERS mark, and the assignment was therefore improperly filed.
10. The document listed at Assignment 9, Reel/Frame: 6823/0900 was recorded on December 23, 2019 and filed by Kimberly Buchanan. It is entitled “Lien and security interest for undivided rights, title, and interest and complete renunciation of MERSCORP Holdings, Inc. (in its current iteration) Corrections of record for affected errors, as stated herein, including the termination of nomination of Mortgage Electronic Registration Systems, Inc.

(MERS) and MERS® System, Inc., successors and assigns, legal representatives, successors and assigns, et al nunc pro tunc, *mutatis mutandis* Re: Mortgage Electronic Registration, Inc. Stearns Lending, Inc., Bank of America, N.A., successors, assigns, legal representatives, successors and assigns” and was signed by Ms. Buchanan, not MERSCORP. It appears to refer to Kimberly K. Buchanan’s rights to the tradename KIMBERLY KAY BUCHANAN, not the MERS trademark. Given that the supporting document is not an assignment of the MERS mark, the assignment was therefore improperly filed.

11. The document listed at Assignment 10, Reel/Frame: 6828/0001 was recorded on December 30, 2019 and filed by Sandy S. Smith. It is entitled “Lien and security interest for undivided rights, title, and interest this termination of nominated agent MERS Corrections of record for affected errors, as stated herein, including the termination of nomination of Mortgage Electronic Registration Systems, Inc. (MERS) & MERS® System, Inc., successors and assigns, legal representatives, successors and assigns, et al nunc pro tunc, *mutatis mutandis* Re: Taylor Bean & Whitaker, asset-backed mortgage loan certificates, Series 2007-inclusive but not exclusive only to Taylor Bean & Whitaker, successors and assigns” and was signed by Ms. Smith, not MERSCORP. It appears to refer to Sandy S. Smith’s rights to the tradename SANDY SUE SMITH, not the MERS trademark. Given that the supporting document is not an assignment of the MERS mark, the assignment was therefore improperly filed.
12. The documents listed at Assignment 11, Reel/Frame: 7136/0762 were recorded on November 17, 2020 and was filed by Anthony G. Corpe and Valerie D. Corpe. They are entitled “Trademark Assignment Entire Undivided Rights, Title, and Interest along with Goodwill Nunc Pro Tunc (Reversionary)” and are signed by Mr. and Ms. Corpe, not MERSCORP. These documents appear to refer to the assignment of rights to the trade names ANTHONY G. CORPE and VALERIE D. CORPE, owned by Anthony G. Corp and Valerie D. Corpe, respectively. not the MERS trademark. Thus, the supporting documents are not an assignment of the MERS mark, and the assignment was therefore improperly filed.
13. The document listed at Assignment 12: Reel/Frame: 7694/0268 was recorded on April 18, 2022 and was filed by Valerie A Lopez. It is an Affidavit of Joseph R. Esquivel Jr. It is signed by Mr. Esquivel Jr., not MERSCORP. It does not mention any trademark assignments. The recordation also contains a document entitled “Lien and security interest for undivided rights, title, and interest and complete renunciation of MERSCORP Holdings, Inc. (in its current iteration) Order for immediate and urgent processing: corrections of record with immediate relief for affected errors, as stated herein that includes all nomination of Mortgage Electronic Registration Systems, Inc. (MERS) & MERS® System, Inc., successors and assigns, legal representatives, successors and assigns, et al nunc pro tunc, *mutatis mutandis* – I Hereby Exercise My Right to Revoke Pursuant National E-Commerce Act,” which is also not signed by MERSCORP and which appears

to refer to Valerie A Lopez's rights to the tradename VALERIE ANNE LOPEZ, not the MERS trademark. Thus, the supporting documents do not establish the assignment of the MERS mark, and it were therefore improperly filed.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the Registration, declares that all the statements made on information and belief are believed to be true.

MERSCORP Holdings, Inc.

By: Sharon McGann Horstkamp
Sharon McGann Horstkamp (Nov 3, 2023 10:52 EDT)

Name: Sharon Horstkamp

Title: Senior Vice President

Date: Nov 3, 2023

LIEN AND SECURITY INTEREST FOR UNDIVIDED RIGHTS, TITLE, AND INTEREST AND COMPLETE RENUNCIATION OF MERSCORP HOLDINGS, INC. (IN ITS CURRENT ITERATION)

CORRECTIONS OF RECORD FOR AFFECTED ERRORS, AS STATED HEREIN, INCLUDING THE TERMINATION OF NOMINATION OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) & MERS® SYSTEM, INC., SUCCESSORS AND ASSIGNS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, ET AL NUNC PRO TUNC, *MUTATIS MUTANDIS*

Re: MORTGAGE ELECTRONIC REGISTRATION INC., STEARNS LENDING, INC., BANK OF AMERICA, N.A., SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS

KIMBERLY K. BUCHANAN ("Purported Borrower") to that certain mortgage loan refinance with STEARNS LENDING ("Alleged Purported Lender"), agreed to on the trusted belief and integrity of the Fannie Mae and Freddie Mac standard form mortgage loan agreement known as the Fannie Mae/Freddie Mac Uniform Instrument-MERS, or specifically, the FIA Oregon Deed of Trust with MERS, appointing Mortgage Electronic Registration Systems, Inc. (MERS) as Nominee/Mortgagee for the alleged purported lender, STEARNS LENDING, INC. as beneficiary of the Security Instrument ("Deed of Trust") executed October 26, 2010, MERS MIN: 1001833-0000120694-6. On November 3, 2010, A Deed of Trust was recorded in the mortgage records of Lane County, Oregon: Kimberly K. Buchanan and Mary F. Buchanan, daughter and mother, as grantors; First American Title Insurance Company, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. as beneficiary, solely as nominee for "Lender" Stearns Lending, Inc., dated October 26, 2010, Lane County, Oregon file #2010-055955. On August 16, 2012, an Assignment of Deed of Trust was recorded in the mortgage records of Lane County Oregon: Mortgage Electronic Registration Systems, Inc. as Assignor; Bank of America, N.A. as Assignee, dated August 15, 2012, Lane County, Oregon file #2012-041591.

This lien and security interest for the undivided interest and goodwill is specific to that certain intentionally concealed Pledge and Secured Credit Agreement (as the same may be amended, supplemented or modified, from time to time restructuring all or any portion of Agreement and successors and assigns agreement), dated June 30, 1998, between MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Borrower"), a Delaware Corporation, and NATIONSBANK, N.A., a national banking association (the "Bank"); an Agreement located in the Principal Register of the United States Patents and Trademarks Office ("USPTO") as a security interest conveyance in Registrant, Mortgage Electronic Registration Systems, United States Registered Service Mark "MERS" Serial #75031300, Registration #2084831.

New MERS, Inc. merged and into Mortgage Electronic Registration Systems Inc. (MERS), under Delaware General Corporation Law on June 30, 1998, with New MERS, Inc. named as the surviving corporation. New MERS, Inc. being renamed to Mortgage Electronic Registration Systems Inc. (MERS), having an address 8201 Greensboro Drive, Suite 350, Mclean, Virginia, 22102, recorded to the USPTO on 04/09/2003, Reel/Frame 2710/0724. On December 30, 1998, a Certificate of Amendment of the Certificate of Incorporation of Mortgage Electronic Registration Systems Inc., filed under Delaware General Corporation Law, renaming Mortgage Electronic Registration Systems Inc. to MERSCORP, Inc., recorded to USPTO on 05/08/2003 Reel/Frame 2731/0198.

A Certificate of Ownership and merger merging MERSCORP Holdings, Inc. with and into MERSCORP, Inc., a Delaware corporation organized under General Corporation Law of Delaware, on February 22, 2012, recorded to the USPTO on July 25, 2012, Reel/Frame, 4828/0725. MERSCORP, Inc., by Amendment, was changed to MERSCORP Holdings, Inc. having an address of 1818 Library Street, Suite 300, Reston, Virginia, 20190, on 02/27/2012, resolving outstanding shares of Class A Common Stock, Class B Common Stock, and Class C Common Stock, as more fully stated in the document of merger, recorded to the USPTO on 11/18/2015, Reel/Frame, 5671/0541. Bank of America, N.A., formerly NationsBank N.A., "Termination and Release of Security Interest in Trademark" MERS®, Reel/Frame, 6137/0609, recorded on, 08/17/2017.

By virtue of inseparable, indivisible, and undivided union, I am Kimberly K. Buchanan of 85 West 24th Place, Eugene, Oregon State [97405], the exclusive owner and sole beneficiary of the trade name, KIMBERLY K. BUCHANAN, with all right, title, and interest, along with all common law rights of use, thereto, including all spelling variations, opposite the spelling or otherwise, an unregistered trade name protected by Article 8 and other provisions of the 1883 Paris Industrial Properties Protection Convention. Capitalized meanings not defined, herein, have the meaning as defined within each agreement into which it is incorporated, i.e., MERS®/NationsBank Credit Security Agreement, Assignor of Assignment to Assignee Agreements, Trademark Security Agreements, Patent Security Agreements, License Agreements, and any other Agreements in the universe, et al. It is an absolute, indisputable fact that the reason a capitalized, non-human trade name exists at all is expressly due to this individual's taking her first breath, and but for the fact of that event, the non-human trade name would not exist at all. **The trade name is a non-human factor of production that is capital, credit, and equity. Therefore, it is a lender and creditor of said capital, credit, and equity that belongs exclusively to Kimberly K. Buchanan, by virtue of inseparable and indivisible union.**

Kimberly K. Buchanan summarily and across the board revokes all previous Powers of Attorney, Powers of Appointment, Conveyance, Transfer, Gifting, Donating, Electing, and any other possible Power conjured, including but not limited to: all Federal Domestic Representations, any and all Common Representation, Personal Representation, and Authorized Representation, in any Trademark and patent, any registration, any application, whatsoever; any and all Vendors, Correspondents, and any and all Nominees and/or Impersonators are terminated, extinguished, cancelled, revoked, rebutted, right in the Hub point of the United States Patent and Trademark Office such that nothing emanates from it and all State Powers, whatsoever, are likewise nullified and quashed, including Nominees which stem by, from, Mortgage Electronic Registration Systems, Inc. (MERS®) successors and assigns, et al, ab initio, nunc pro tunc, mutatis mutandis, foreign and domestic.

Kimberly K. Buchanan summarily and across the board revokes and Rescinds all Signatures, Inscriptions, Autographs, and Marks, including all eNote, eOriginal, eSign, and eFile, SMARTdoc, Entrust, RSA in all and any form electronic and/or digital, all public key infrastructure (PKI) public and private keys, including but not limited to Simple Distributed Security Infrastructure (SDSI), Public Key Infrastructure (PKI) along with all certificates of any sort, including but not limited to Identity, Delegation, Local Name, Value, Transactional along with all Corresponding Objects. This further includes without exception any and all keyless-signature-with-hash-sequence authentications and any and all algorithms and encryptions, and all digital electronic conversions, thereto, whatsoever. In addition, All Licensing exclusive or otherwise, implied or otherwise, is hereby Revoked, Quashed, Cancelled, Annulled, Rescinded, and Extinguished as is used for DERIVATIVE use in copyrighted works or for use in any way, manner, or form whatsoever, as if assignment(s) never occurred. In short, free use of copyright does not allow use of identity by incorporation by reference, which is identity theft. This includes the Revocation, Cancellation, Annulment, Rescission, and Extinguishment of any and all electronic/digital ANSI/ISO public/private voluntary identification and certification standards, whatsoever, incorporated by reference herein and incorporated thereto, and this to do, summarily. This also includes certificates and signatures reproduced by any photographic, Photostatic, microfilm, micro-card, miniature photographic or other similar process.

I, Kimberly K. Buchanan, an individual of competent sound mind, Principal owner and sole beneficiary of the non-human factor and trade name, KIMBERLY KAY BUCHANAN, for good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, restore all rights, title, and interest, along with all common law thereto separated by false presumptions of voluntary agreement and nomination, by this security interest in Merscorp Holdings, Inc., NationsBank, N.A. (Bank of America, National Association), and Corelogic, all successors and assigns, legal representatives successors and assigns, et al, nunc pro tunc., for the entire undivided interest and goodwill of all businesses thereto connected, for the enjoyment of Kimberly K. Buchanan, heirs and beneficiaries, administrators, successors and assigns forever.

Whereas, Kimberly K. Buchanan is the owner of all rights, title, and interest in connection with and to the/any Trademark or Service Marks, registered or unregistered, renewals and extensions of the foregoing, past, present, or hereafter; together with all income, royalties, damages, payments due or payable related to any of the foregoing, including without limitation: all claims for damages for reasons past, present, or future infringement for the infringement upon other unauthorized use of the Trademarks or Service Marks, with the right to sue for and collect the same for my own use and enjoyment, and for the use and enjoyment of my heirs, successors, and assigns, excluding

all legal representatives along with goodwill of any business connected with the use of and symbolized by any Trademarks and Service Marks, now or hereafter in effect, for my own use and enjoyment, and for the use and enjoyment of my heirs, successors, and assigns, excluding all legal representatives, as fully and entirely as the same would have been held and enjoyed had I not been misled by standard form false designation and misleading representations, on the one hand, and materially pertinent omissions, on the other (affected errors), by agreement thereto appointing MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) as nominee and transporting vehicle that imposes terms and conditions to divide.


I accept the oath of the United States Commissioner of Patents and the oath of the United States Commissioner of Trademarks, respectively, in addition to the oath of all government officials and employees, and herein authorize and order the United States Commissioners of Patents and the United States Commissioner of Trademarks, and all other similar government authorities to record the living existence of Kimberly K. Buchanan as owner of Trademarks and Service Marks, and issue any and all registrations issued thereon to Kimberly K. Buchanan, as the real and true owner and beneficiary of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Merscorp Holdings, Bank of America, N.A., all successors, assigns, legal representatives shall provide cooperation and assistance, each at its expense, including the execution and delivery of any and all deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfaction releases/reconveyances of deed of trust/mortgage, subordinations and modifications, tax authority notifications and declarations, cancelations of deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing back to myself.

This lien and security interest is for undivided rights, title, and interest in and to Merscorp Holdings, Inc., in all its iterations as listed above, and not exclusive only to Bank of America, National Association (N.A.), formerly NationsBank, N.A., but including Corelogic, Stearns Lending, Inc., Bank of America, N.A., subsidiaries and affiliates and ALL successors and assigns that stem from the nomination of the falsely designated MERS in the agreement Fannie Mae/Freddie Mac UNIFORM INSTRUMENT-MERS or specifically, the FHA Oregon Deed of Trust with MERS, executed by Kimberly K. Buchanan and Mary F. Buchanan on October 26, 2010, and everything and anything to which it is incorporated by reference and/or attached, and/or by any license and/or by any other agreement, whatsoever, successors and assigns, legal representatives' successors and assigns, et al, nunc pro tunc, *mutatis mutandis*, foreign and domestic.

By: Kimberly K. Buchanan (Seal)
KIMBERLY K. BUCHANAN, Individual

By: Kimberly BUCHANAN (Seal)
Kimberly BUCHANAN, Individual




PRIVATE AND CONFIDENTIAL

DECLARATION OF THE LIVING EXISTENCE OF Kimberly Kay Buchanan CERTIFICATE OF AUTHORITY

I was born alive Kimberly Kay Buchanan on October 12, 1960, to Mary Frances Buchanan (née Bergmann) and James Frank Buchanan in St. Louis County, Missouri. On November 16, 1960, a notice of separation was given by way of a convertible return receipt named a BIRTH CERTIFICATION, # [REDACTED] in the form of KIMBERLY KAY BUCHANAN.

This notice of separation was a "pledge," or "borrowing," of my soul's energy. I could have revoked this pledge at the age of eighteen had I possessed the intellectual knowledge and understanding to do so. Since I did not then, I do now; and at the age of 58 I wish to revoke this pledge.

It is not a surprise that government would prefer a "secret" remain a secret, so that it may continue to exploit the constant undiminishing value of the soul's energy that is credit, capital, and equity and production of forms labor. But once the government's secret is truly known and understood, the government has a duty and oath to "secure the Blessings of liberty" for posterity, a Republic, formed as "one nation under God." The Laws of Nature and Nature's God are self-evident truths upon which the United States of America Declared its Independence—that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, and that among these are Life, Liberty and the pursuit of Happiness.

Such are man's natural rights, granted to me by nature herself, sacred, as is their origin, and inviolable. A right which, in its primary and strictest sense, belongs to each person as a human being in a state of nature. *Re Morgan*, 26 Colo 415, 58 P 1071; *Bednarik v Bednarik*, 18 NJ Misc 633, 16 A2d 80. A fundamental right actually guaranteed by the constitution. 16 Am J2d Const L § 330. A right entitled to constitutional protection in addition to rights protected under the specific guaranty safeguarding a person in his life, liberty, or pursuit of happiness; for example the affection between parent and child. *Lacher v Venus*, 177 Wis 558, 188 NW 613, 24 ALR 403.

Liberty, as the word is used in the United States Constitution, means not only freedom of the citizen from servitude and restraint, but it is deemed to embrace the right of every man to be free in the use of his powers and faculties, and to adopt and pursue such avocation or calling as he may choose, subject only to the restraints necessary to secure the common welfare. There can be no liberty, protected by government, that is not regulated by such laws as will preserve the right of each citizen to pursue his own advancement and happiness in his own way, subject only to the restraints necessary to secure the same right to others. The fundamental principle upon which liberty is based, in free and enlightened government, is equality under the law of the land. *Braceville Coal Co. v People*, 147 Ill 66, 35 NE 62. All things are created and governed with a view to man, to the development of his life and his intelligence, and to the satisfaction of his needs (Aristides, *Apology*).

KIMBERLY KAY BUCHANAN, an industrial property, has as its object patents, utility

PRIVATE AND CONFIDENTIAL

models, industrial designs, trademarks, service marks, trade names, and indications of source or appellations of origin; a non-human producer of labor and energy, in not only industry and a vessel in commerce, but in the agriculture and extractive industries. Examples include wines, grain, tobacco leaf, fruit, cattle, minerals, mineral waters, beer, flowers, and flour.

KIMBERLY KAY BUCHANAN, an American National incorporated into the American Union which is the inseparable United States of America, as a member nation of the 1883 Paris Industrial Properties Protection Convention, as revised at Brussels on December 14, 1900, at Washington on June 2, 1911, at The Hague on November 6, 1925, at London on June 2, 1934, at Lisbon on October 31, 1958, and at Stockholm on July 14, 1967, and as amended on September 28, 1979.

I am a free and intelligent being, created in the image of God. I have a dignity and worth vastly superior to the material world by which I am surrounded so that I can know love, and worship my Creator. I was made for that end, which I can only attain perfectly in the future, immortal, and never-ending life to which I am destined. I am duty bound to strive to fulfill the designs of my Creator, and because of these obligations I am invested with rights, God-given and primordial, antecedent to the State and independent of it. "From the fact that God has created the universe, it shows that He must also govern it; for just as the contrivances of man demand attention and guidance, so God, as a good workman, must care for His work" (St. Ambrose, De Office. minister.).

"God of God" is a Divine Simplicity that in God, He "who possesses" and "what is possessed" be the same, and it is the same Divine Simplicity God placed in my creation. "Before I formed you in the womb, I knew you, and before you were born, I consecrated you," (Jeremiah 1:5). A real physical essence in body and soul, matter and form, God gave me my faculties and liberty in order that I might freely work for the accomplishment of my destiny according to His purposes for His glory (Romans 8:28). By His hand, I am vested with rights, God-given and primordial, antecedent to the State and independent of it. These natural rights, granted to me by nature herself, sacred, as is their origin, and inviolable.

A right which, in its primary and strictest sense, belongs to each person as a human being in a state of nature. *Re Morgan*, 26 Colo 415, 58 P 1071; *Bednarik v Bednarik*, 18 NJ Misc 633, 16 A2d 80. It's a fundamental right actually guaranteed by the constitution. 16 Am J2d Const 1. § 330. It's a right entitled to constitutional protection in addition to rights protected under the specific guaranty safeguarding a person in his life, liberty, or pursuit of happiness — for example the affection between parent and child. *Lacher v Venus*, 177 Wis 558, 188 NW 613, 24 ALR 403.

I am, Kimberly Kay Buchanan/KIMBERLY KAY BUCHANAN, in my natural state indwelt by the Holy Ghost, with relations of the sanctified and adopted soul with the Three Persons of the Blessed Trinity. With the Father, the Author and Giver of grace; with the Incarnate Son, the meritorious Cause and Exemplar of my adoption; and especially with the Holy Ghost, the Bond of our union with God, and the infallible Pledge of my inheritance. In this world we are not in name only but in very fact the sons of God (1 John 3:1), being born anew (1 John 3:7) and having the charity of God infused in our hearts by the Holy Ghost

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who is given to us (Romans 5:5). "One reason therefore why God permits sin is that man may arrive at once at a consciousness of righteousness and of his own inability to attain it, and so may put his trust in God," (Anon. epis. ad Diog).

The Divine Sonship of Jesus on the one hand by the indwelling presence of His Spirit, and human adoption on the other — immeasurably below the former and above the latter. Human adoption may modify the social standing but adds nothing to the intrinsic worth of an adopted child. Divine adoption, on the contrary, works inward, penetrating to the very core of my life, renovating enriching, transforming it into the likeness of Jesus, "the firstborn among many brethren."

It cannot, of course, be more than a likeness, an image of the Divine Original mirrored in our imperfect selves. There will ever be between our adoption and the filiation of Jesus the infinite distance which separates created grace from hypostatical union. And yet, that intimate and mysterious communion with Christ, and through Him with God, is the glory of our adopted sonship: "And the glory which thou hast given me, I have given to them — I in them and thou in me," (John 17:22, 23).

I am begotten, born of God. He is my Father, but in such wise that I may call myself, and truly are, His child, a member of His family, brothers of Jesus Christ with whom I partake of the Divine Nature and claim a share in the heavenly heritage. This divine filiation, together with the right of co-heritage, finds its source in God's own will and graceful condescension.

"The Three Persons of the Blessed Trinity, the Father, the Son and the Holy Ghost," says St. Augustine (Tract 76; In Joan), "come to us as long as we go to Them; They come with Their help, if we go with submission. They come with light, if we go to learn; They come to replenish, if we go to be filled, that our vision of Them be not from without but from within, and that Their indwelling in us be not fleeting but eternal."

And St. Paul said (1 Corinthians 3:16, 17), "Know you not that you are the temple of God and that the Spirit of God dwelleth in you? But if any man violate the temple of God, him shall God destroy. For the temple of God is holy, which you are."

From what has been said, it is manifest that my supernatural adoption is an immediate and necessary property of sanctifying grace. The primal concept of sanctifying grace is a new God-given and Godlike life superadded to our natural life. By that very life we are born to God even as the child to its parent, and thus we acquire a new filiation. This filiation is called adoption for two reasons: first, to distinguish it from the one natural filiation which belongs to Jesus; second, to emphasize the fact that we have it only through the free choice and merciful condescension of God. As from our natural filiation many social relations crop up between us and the rest of the world, so our divine life and adoption establish manifold relations between the regenerate and adopted soul on the one hand, and the Triune God on the other.

Jeremiah 29 - You will seek me and find me, when you seek me with all your heart. I will be found by you, declares the Lord, and I will restore your fortunes and gather you from all the nations and all the places where I have driven you, declares the Lord, and I will

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bring you back to the place from which I sent you into exile.

Romans 1:20-2 - Nature manifests so clearly the power and the divinity of God that failure to recognize it is inexcusable. Hence God in His anger gives man over to the desires of his heart, to a reprobate sense.

Matthew 7:7-9 - Ask, and the gift will come; seek, and you shall find; knock, and the door shall be opened to you. Everyone that asks, will receive; that seeks, will find; that knocks, will have the door opened to him.

Evil and suffering thus tend to the increase of merit (XIV, xxxvi, xxxvii in "P.L.", 1058, 1059), and in this way the function of justice becomes an agency for goodness (Tertullian, c. "Adv. Marc.", II, xi, xiii in "P.L.", 324 sq.).

Hence, if the universe be considered as a whole it will be found that that which for the individual is evil will in the end turn out to be consistent with Divine goodness, in conformity with justice and right order (Origen, Against Celsus IV.99; St. Augustine, "De ordine").

The chief proof of this doctrine is derived from the adaptation of means to an end, which, since it takes place in the universe comprising a vast multitude of relatively independent individuals differing in nature, function, and end, implies the continuous control and unifying governance of a single supreme Being (Minucius Felix, "Octavius", xvii in Halm).

The fact that God has created the universe, it shows that He must also govern it; for just as the contrivances of man demand attention and guidance, so God, as a good workman, must care for His work (St. Ambrose, De Office. minister.).

Evil and suffering thus tend to the increase of merit (XIV, xxxvi, xxxvii in "P.L.", 1058, 1059), and in this way the function of justice becomes an agency for goodness (Tertullian, c. "Adv. Marc.", II, xi, xiii in "P.L.", 324 sq.). Evil, therefore, ministers to God's design (St. Gregory the Great, op. cit., VI, xxxii in "P.L.", LXXV, 747; Theodoret, "De prov. orat.", v-viii in "P.L.", LXXXIII, 652 sq.).

Hence, if the universe be considered as a whole it will be found that that which for the individual is evil will in the end turn out to be consistent with Divine goodness, in conformity with justice and right order (Origen, Against Celsus IV.99).

Providence is the Divine Intelligence itself as it exists in the supreme principle of all things and disposes all things; or, again, it is the evolution of things temporal as conceived and brought to unity in the Divine Intelligence (Thomas, Summa I, G. xxii, a.1).

Providence, therefore, pertains primarily to the Intelligence of God, though it implies also will (I, Q. xxii, a. 1, ad 3^{um}), and hence is defined by St. John Damascene as "the will of God by which all things are ruled according to right reason," ("De fid. orth.", I, 3 in "P.G.", XCIV, 963, 964). I have been blessed by God to have been given these divine revelations and to have the cognizance to comprehend and act upon them.

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I have learned from years of researching and studying patents and patent applications and agreements, trademarks and trademark applications and agreements, and copyright and copyright applications. This vessel that for nearly sixty years has been under the control of pirates and thieves of the British Commonwealth, is retaken and reflagged for its last voyage home.

It is the oath and duty of the Commissioner of Patents and Trademarks to enter to register the existence of Kimberly Kay Buchanan, and all other acts necessary for the repatriation and passage into protective safe harbor.

Sources:

The five volumes of Thomas Aquinas' *The Summa Theologiae*

Prima Pars

Prima Secundae Partis

Secunda Secundae Partis

Tertia Pars

Supplementum Tertiae Partis

Kimberly Kay Buchanan (Seal)
KIMBERLY KAY BUCHANAN, Individual (nature)

Kimberly K. Buchanan (Seal)
KIMBERLY-K. BUCHANAN, Individual

Kimberly Buchanan (Seal)
KIMBERLY BUCHANAN, Individual

ANNEX A

The land known as Tax Lot 900 of Assessor's Map 18-03-06-42, RECORDED FEBRUARY 19, 2019, C.S. FILE NO. 44630, IN LANE COUNTY, OREGON

A parcel of land lying in Township 18 South, Range 3 West of the Willamette Meridian, said parcel being the East 50.00 feet of Lots 3 and 4, Block 3, MELROSE ADDITION TO EUGENE, as platted and recorded in Book 5, Page 10, Lane County Oregon Plat Records, said parcel being more particularly described as follows:

Beginning at the Southeast corner of Lot 4, Block 3, MELROSE ADDITION TO EUGENE, as platted and recorded in Book 5, Page 10, Lane County Oregon Plat Records, and running thence Westerly along the South line of said Lot 4, 50.00 feet; thence Northerly parallel with the East line of Lots 3 and 4 of said Block 3, a distance of 120.00 feet, more or less, to the North line of said Lot 3; thence Easterly along the North line of said Lot 3, 50.00 feet to the Northeast corner thereof; thence Southerly along the East line of said Lots 3 and 4, 120.00 feet, more or less, to the Point of Beginning, in Eugene, Lane County, Oregon.

Containing 6,000 square feet, more or less

The land known as Tax Lot 800 of Assessor's Map 18-03-06-42, RECORDED FEBRUARY 19, 2019, C.S. FILE NO. 44630, IN LANE COUNTY, OREGON

A parcel of land lying in Township 18 South, Range 3 West of the Willamette Meridian, said parcel being the East 50.00 feet of Lot 2, Block 3, MELROSE ADDITION TO EUGENE, as platted and recorded in Book 5, Page 10, Lane County Oregon Plat Records, said parcel being more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block 3, MELROSE ADDITION TO EUGENE, as platted and recorded in Book 5, Page 10, Lane County Oregon Plat Records, and running thence Westerly along the South line of said Lot 2, 50.00 feet; thence Northerly parallel with the East line of said Lot 2, a distance of 50.00 feet, more or less, to the North line of said Lot 2; thence Easterly along the North line of said Lot 2, 50.00 feet to the Northeast corner thereof; thence Southerly along the East line of said Lot 2, 50.00 feet, more or less, to the Point of Beginning, in Eugene, Lane County, Oregon.

Containing 2,500 square feet, more or less

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INTENTIONALLY LEFT BLANK**

ADDITIONAL OWNED COLLATERAL

The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements"); All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant) and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature

whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, including, without limitation, all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and any other commercially valuable substances, and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand Whatsoever, both at law and in equity, of Secured Party of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods, and other property of every kind and nature whatsoever owned by Secured Party, or in which Secured Party has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Secured Party, or in which Secured Party has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Secured Party in and to any of the Personal Property which may be subject to any "security" interests none more than what is stated herein.

All leases, subleases, rental agreements, and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Secured Party of any petition for relief under the Bankruptcy Code (the "Leases") and all right, title and interest of Secured Party, its heirs of the body, successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Secured Party of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "Rents") and the right to receive and apply the Rents to the payment of the Debt;

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; The right, in the name and on behalf of Secured Party, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of secured Party in the Property;

All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Secured Party therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Secured Party thereunder;

All trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, books and records, tenant or guest lists, advertising materials, telephone exchange numbers identified in such materials and all other general intangibles relating to or used in connection with the operation of the Property, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof in the U.S. or any foreign jurisdiction, including, without limitation, each registration and application (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (iv) all other rights of any kind whatsoever of Secured Party accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

All patents, patent applications and patentable inventions in the U.S. or any foreign jurisdiction, including, without limitation, every patent and patent application (ii) all inventions and improvements described and claimed therein; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Secured Party accruing thereunder or pertaining thereto (collectively, the "Patents");

All copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications in the U.S. or any foreign jurisdiction, and any renewals, restorations or extensions thereof, including, without limitation, each and every registration and application; (ii) the rights to reproduce, print, publish and distribute and to publicly display and perform any of the foregoing and to sell, rent, lease or lend copies of the foregoing and to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all other rights of any kind whatsoever of Secured Party accruing thereunder or pertaining thereto (collectively, the "Copyrights");

All trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer

and supplier lists and information, "security procedures and devices; (ii) right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or misappropriations thereof); and (iv) all other rights of any kind whatsoever of Secured Party accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

All licenses or agreements, whether written or oral, providing for the grant by or to Secured Party of: (A) any right to use any Trademark, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, (C) any right under any Copyright including, without limitation, the grant of rights to reproduce, manufacture, distribute, publicly display or perform, exploit and sell, rent, lease or lend any Copyrights or any derivative works of any Copyright including, without limitation, any of the foregoing, and (D) any right to use any Trade Secret; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (iv) all other rights of any kind whatsoever of Secured Party accruing thereunder or pertaining thereto; and

All Accounts, Account Collateral, reserves, escrows and deposit accounts maintained by Secured Party with respect to the Property including, without limitation, the Lockbox Account, the Property Account, and all Construction Accounts and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan ("Cause of Action");

All right, title, interest and claim of Secured Party in, to, under or pursuant to any Hedge Agreement together with any amendments, additions or supplements thereto being hereinafter collectively referred to as the "Cap Agreement", all claims of Secured Party for breach by Counter-party of any covenant, agreement, representation or warranty contained in the Cap Agreement;

All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements; All rights to the name, signs, and trade names used to operate the Land and Improvements;

All goods, materials, supplies, chattels, furniture, fixtures, machinery, apparatus, fittings, equipment, and articles of personal property of every kind and nature whatsoever, including consumable goods, now or hereafter located in or upon the Property or any part thereof, or to be attached to or placed in or on, or used or useable in connection with any present or future use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including by way of description but without limiting the generality of the foregoing, all embedded software, pumps or pumping plants, tanks, motors, conduits, engines, pipes, ditches and flumes, and also all gas and electrical apparatus (including, but not limited to, all electrical transformers, switches, switch boxes, and equipment boxes), cooking, heating, cooling, air conditioning, lighting, power equipment, refrigeration and plumbing apparatus, fixtures and equipment, screens, storm doors and windows, stiles, wall beds, refrigerators, attached cabinets, partitions, ovens, ranges, disposals, dishwashers, carpeting, plants and shrubbery, ground maintenance equipment, ducts and compressors; together with all building materials, goods and personal property on or off the Property intended to be affixed to or incorporated in the Property and in actual fact and truth is affixed to the physical structure as constructed.

All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;

All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds of real property and personal property taxes and other refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Secured Party with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, project agreements, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land Of to any business now or later to be conducted on it, or to the Land and Improvements generally;

All proceeds, including all claims to and demands for them, of the Voluntary or involuntary conversion of any of the Land, the Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to, or defect in, the Land, the Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, misrepresentation, or concealment of a material fact;

All books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, and the qualification of such tenants, and all certificates, vouchers, and other documents in any way related thereto, and all records relating to the application and allocation of any federal, state, and local tax credits or benefits, including computer readable memory and any computer hardware or software necessary to access and process such memory; and

All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above, including all proceeds of any voluntary or involuntary disposition or claim respecting any such property (arising out of any judgment, condemnation or award, or otherwise arising) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or its proceeds.