

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBAL SAFETY LABS, INC.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MICHAEL L THIELE
Street Address:	11607 VERSAILLES LAKES LANE
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77082
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	ELAINE L THIELE
Street Address:	11607 VERSAILLES LAKES LANE
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77082
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	THE W. KENT DUNBAR 1994 TRUST DATED NOVEMBER 2, 1994
Street Address:	4018 SOUTH YORKTOWN PLACE
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74105
Entity Type:	TRUST: UNITED STATES
Composed Of:	<ul style="list-style-type: none"> W. KENT DUNBAR, UNITED STATES, INDIVIDUAL

Name:	THE LARRY J. BUMP TRUST DATED 4/24/91
Street Address:	3442 SOUTH ATLANTA PLACE
City:	TULSA
State/Country:	OKLAHOMA

OP \$90.00 3947535

Postal Code:	74105
Entity Type:	TRUST: UNITED STATES
Composed Of:	<ul style="list-style-type: none"> LARRY J BUMP, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3947535	FIREBANE
Serial Number:	85901779	FIREBANE
Registration Number:	3711702	ARCTIC FIRE-FREEZE

CORRESPONDENCE DATA

Fax Number: 9185515599
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 918-551-5514
 Email: ndunn@gsl-inc.com
 Correspondent Name: NESA A DUNN
 Address Line 1: 4129 S. 72ND E AVENUE
 Address Line 4: TULSA, OKLAHOMA 74145

NAME OF SUBMITTER:	NESA A. DUNN
Signature:	/NESA DUNN/
Date:	02/14/2014

Total Attachments: 28
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LOAN AND AMENDED AND RESTATED SECURITY AGREEMENT

This **LOAN AND AMENDED AND RESTATED SECURITY AGREEMENT** (this "Agreement") is made as of January 31, 2014 by and among **GLOBAL SAFETY LABS, INC.**, a Delaware corporation ("Borrower"), **THE LARRY J. BUMP TRUST DATED 4/24/91** ("Bump"), **MICHAEL L. THIELE AND ELAINE THIELE**, as tenants in common ("Thiele"), and **THE W. KENT DUNBAR 1994 TRUST DATED NOVEMBER 2, 1994** ("Dunbar"). Bump, Thiele and Dunbar are collectively referred to hereafter as "Lenders" or individually as a "Lender".

WHEREAS, Borrower, as of December 31, 2013, is indebted to Lenders pursuant to separate promissory notes (the "Notes") as follows:

Bump	\$8,301,383.16
Thiele	\$8,306,259.47
Dunbar	\$1,226,942.69;

WHEREAS, the Notes matured on December 3, 2013 and Borrower has indicated that it does not have the ability to repay the Notes at this time;

WHEREAS, all Obligations are secured by a first priority security interest in, and lien upon, the "Collateral" of the Borrower as described and defined in the Security Agreement from the Borrower in favor of the Lenders dated December 14, 2010, as amended up to the date hereof (collectively, the "Security Agreement");

WHEREAS, all sums outstanding under the Notes are due and payable, and Lenders have full legal right to exercise their default rights and remedies under the Notes and the Security Agreement, including, without limitation, the right to repossess and sell the Collateral; and

WHEREAS, Lenders have agreed to extend the maturity date of the Notes and amend and restate the terms and conditions of the Security Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1

DEFINITION OF TERMS

1.1 Definitions. As used in this Agreement, all exhibits and schedules hereto and in any note, certificate, report, or other Security Documents made or delivered pursuant to this Agreement, the following terms shall have the respective meanings assigned to them in this Section 1.1 or in the Section or recital referred to below:

“Account” and “Account Receivable” shall include accounts, accounts receivable, notes, notes receivable, rental agreements and other rights to collect rent, contract rights, drafts, acceptances, instruments, chattel paper, general intangibles, and other forms of obligation or rights to payment and receivables, whether or not yet earned by performance, including state and federal tax refunds.

“Account Debtor” shall mean the party who is obligated on or under any Account or contract right.

“Affiliate” of a Person means any Person controlling, controlled by or under common control with, such Person.

“Agreement” means this Loan and Amended and Restated Security Agreement, including any Schedules and Exhibits hereto, as the same may be modified, amended, renewed, extended, or restated from time to time.

“Business Day” means any day other than a Saturday, Sunday, or day on which Lenders are authorized to be closed under the laws of the State of Oklahoma.

“Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated and rulings issued thereunder.

“Collateral” means any and all personal, real or intangible property of Borrower in which Lenders acquired, now have, or by this Agreement or any other agreement acquire, or hereafter acquire a security interest or other rights or interests as security for the Obligations, including that property described in Section 3.1 hereof.

“Constituent Documents” means, with respect to any Person, its partnership agreements, limited liability company agreements, articles of organization, regulations, articles or certificate of incorporation, bylaws, organizational documents, trust agreement, or such other document as may govern such Person’s formation, organization, and management.

“Debtor Laws” means all applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization, or similar laws from time to time in effect affecting the rights of creditors generally.

“Environmental Laws” means any Legal Requirement pertaining to air, emissions, water discharge, noise emissions, solid or liquid waste disposal, hazardous waste or materials, industrial hygiene, or other environmental, health, or safety matters or conditions on, under or about real property or any portion thereof, and similar laws of any Governmental Authority having jurisdiction over real property as such Legal Requirement may be amended or supplemented from time to time, and regulations promulgated and rulings issued pursuant to such laws.

“Equipment” means any “equipment” as such term is defined in the UCC, now owned or hereafter acquired by Borrower and, in any event, shall include, without limitation, all

machinery, equipment, furnishings, fixtures, leasehold improvements, vehicles and computers and other electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" shall have the meaning set forth in Section 8 hereof.

"GAAP" means those generally accepted accounting principles and practices, applied on a consistent basis, which are recognized as such by the American Institute of Certified Public Accountants acting through its Accounting Principles Board and the Financial Accounting Standards Board and/or their respective successors and which are applicable in the circumstances as of the date in question.

"General Intangibles" means any "general intangibles" as such term is defined in the UCC, now owned or hereafter created or acquired by Borrower, and in any event shall include, without limitation, all choses in action, causes of action, corporation or other business records, deposit accounts, Intellectual Property inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, rights to royalties, blueprints, drawings, confidential information, catalogs, sales literature, video tapes, consulting agreements, employment agreements, customer lists, tax refund claims, computer programs, insurance policies, deposits with insurers, all claims under guaranties, security interests or other security held by or granted to Borrower to secure payment of any of the Accounts by an Account Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Accounts).

"Governmental Authority" means, with respect to any Person, any government (or any political subdivision or jurisdiction thereof), court, bureau, agency, or other governmental authority having jurisdiction over such Person or any of its business, operations, or properties.

"Governmental Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement.

"Obligations" means all present and future Obligations, obligations, and liabilities and all renewals and extensions thereof, or any part thereof, now or hereafter owed to Lenders by Borrower and its Affiliates, whether arising pursuant to any of the Security Documents, or otherwise, and all renewals and extensions thereof, together with all interest accruing thereon and costs, expenses, and attorneys' fees incurred in the enforcement or collection thereof.

"Inventory" means any "inventory" as such term is defined in the UCC, wherever located, now owned or hereafter acquired by Borrower and, in any event, shall include, without limitation, all and related merchandise and other personal property now owned or hereafter acquired by Borrower that are held for sale or lease, or are furnished or to be furnished under a contract of service or are raw materials, work in process, or materials or supplies used or to be

used, or consumed or to be consumed, in Borrower's business, and all shipping and packaging materials relating to any of the foregoing.

"Intellectual Property" means all trademarks, tradenames, trade-dress, operating manuals, software, copyrights, patents and applications owned, licensed or used by Borrower or its Affiliates.

"Legal Requirement" means any federal, state, local, municipal, foreign, international, multi-national, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty as in effect on the date in question.

"Lenders' Counsel" means Neal Tomlins and his law firm Tomlins & Peters, PLLC.

"Lien" means any lien, mortgage, security interest, tax lien, pledge, encumbrance, conditional sale or title retention arrangement, or any other interest in property designed to secure the repayment of liabilities, whether arising by agreement or under any statute or law, or otherwise.

"Loan" means the credit facilities made or to be made hereunder to Borrower by Lenders pursuant to Section 2.1 hereof.

"Material Adverse Effect" means any material adverse changes in, or effect upon, (a) the validity, performance, or enforceability of any Security Documents, (b) the financial condition or business operations of Borrower, or (c) the ability of Borrower to fulfill its obligations under the Security Documents.

"Maturity Date" means December 2, 2014.

"Maximum Rate" means the highest non-usurious rate of interest (if any) permitted from day to day by applicable Oklahoma law.

"NSA" means National Safety Apparel, Inc., its affiliates, successors and assigns.

"NSA Payments" means the contracted percentage of gross dollar revenues to be paid to Borrower on a quarterly basis by NSA based on NSA's sale of Spentex[®] products from January 1, 2014 through December 31, 2018.

"Person" shall include an individual, corporation, joint venture, general or limited partnership, limited liability company, trust, unincorporated organization, or government, or any agency or political subdivision thereof.

"Potential Default" means the occurrence of any event which in and of itself would be an Event of Default with passage of time or giving of notice or both.

"Proceeds" means all forms of payment received by or due to Borrower from the collection of Accounts or sale, lease, exchange, collection, or other disposition of property

constituting Collateral hereunder and any and all claims against any third party for loss or damage to any Collateral, including insurance claims, and further, without limiting the generality of the foregoing, Proceeds shall include all Accounts, checks, cash, money orders, drafts, chattel paper, instruments, notes, or other documents evidencing payment obligations to Borrower for sale or exchange of Collateral.

“Security Documents” means this Agreement, the Notes, and any agreements, documents (and with respect to this Agreement, and such other agreements and documents, any renewals, extensions, amendments, or supplements thereto), or certificates at any time executed or delivered pursuant to the terms of this Agreement.

“UCC” means the Oklahoma Uniform Commercial Code, as adopted by Oklahoma and whose laws govern any aspect of the obligations of the parties hereunder, as amended hereafter.

1.2 Accounting Terms. As used in this Agreement, and in the Notes, and in any certificate, report or other document made or delivered pursuant to this Agreement, accounting terms not defined in Section 1.1, and accounting terms partly defined in Section 1.1 to the extent not defined, shall have, as of any date, the respective meanings given to them under GAAP and all references to balance sheets or other financial statements means such statements, prepared in accordance with GAAP as of such date.

1.3 Rules of Construction. When used in this Agreement: (a) “or” is not exclusive; (b) a reference to a law includes any amendment or modification to such law; (c) a reference to a Person includes its permitted successors and permitted assigns; (d) except as provided otherwise, all references to the singular shall include the plural and vice versa; (e) except as provided in this Agreement, a reference to an agreement, instrument or document shall include such agreement, instrument, or document as the same may be amended, modified or supplemented from time to time in accordance with its terms and as permitted by the Security Documents; (f) all references to Sections, Schedules, or Exhibits shall be to Sections, Schedules, or Exhibits of this Agreement, unless otherwise indicated; (g) all Exhibits to this Agreement shall be incorporated into this Agreement; (h) the words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation;” and (i) except as otherwise provided herein, in the computation of time from a specified date to a later specified date, the word “from” means “from and including” and words “to” and “until” each mean “to but excluding.”

SECTION 2

THE LOANS

2.1 Loans. Subject to the terms and conditions of this Agreement and the other Security Documents, each Lender agrees to extend and renew the maturity date of each of their respective Notes. All principal, accrued interest, and all other amounts due by Borrower and the Security Documents shall be due and payable on the Maturity Date.

2.2 Mandatory Prepayments. Subject to certain exclusions identified herein, in the event Borrower, or any of its Affiliates, sells, transfers, assigns or otherwise disposes outside the ordinary course of business all or any portion of the Collateral or receives any insurance proceeds in connection with Collateral that are not used to repair or restore such Collateral, Borrower shall immediately prepay, or cause its Affiliate to immediately prepay, the Notes in an amount equal to one hundred percent (100%) of the proceeds of any such sale, transfer, assignment or other disposition, not to exceed the principal balance of, and all accrued and unpaid interest on, the Notes then outstanding. Borrower's sell or disposal of certain Equipment and Inventory it no longer uses or needs will be allowed by Lenders and such transactions shall be deemed to be within the ordinary course of business and exclusive of the mandatory prepayment requirements of this Section 2.2 if the cumulative sales of such Equipment and Inventory does not exceed \$10,000.

SECTION 3

COLLATERAL AND GUARANTIES

3.1 Grant of Security Interest. As security for the payment and performance of all Obligations, Lenders shall have and are hereby granted a continuing lien on, a security interest in and a right of set-off against the following Collateral owned by Borrower:

- (a) all Accounts, whether now or hereafter existing, created, arising or acquired;
- (b) all Inventory, whether now or hereafter existing, created, arising or acquired;
- (c) all Equipment, whether now or hereafter existing, created, arising or acquired;
- (d) all General Intangibles, whether now or hereafter existing, created, arising, or acquired, including without limitation the Intellectual Property, as described on Schedule 5.13;
- (e) without limitation to the foregoing, all contract rights, chattel paper, documents, documents of title, warehouse receipts, bills of lading, notes, and notes receivable instruments, whether now or hereafter existing, created, arising, or acquired;
- (f) without limitation to the foregoing, all goods, instruments, notes, notes receivable, documents, documents of title, warehouse receipts, bills of lading, certificates of title, policies and certificates of insurance, securities, chattel paper, deposits, cash and other property now or hereafter owned or in which Borrower and/or Guarantors now or hereafter have an interest, which are now or may hereafter be in the possession of or deposited with Lenders, or which are otherwise assigned to Lenders, or as to which Lenders may now or hereafter control possession by documents of title or otherwise;

(g) without limitation to the foregoing, all NSA Payments;

(h) all books and records now owned and hereafter acquired relating to any other Collateral and all files, correspondence, computer programs, tapes, disks and related data processing software owned or in which Borrower and/or Guarantors have an interest that contains information concerning or relating to any of the other Collateral or any item thereof; and

(i) all Proceeds and products of all of the foregoing, including, without limitation, insurance proceeds.

No submission by Borrower to Lenders of any schedule or other particular identification of Collateral shall be necessary to vest in Lenders a security interest in each and every item of Collateral now existing or hereafter acquired, but rather, such security interest shall vest in Lenders immediately upon the creation or acquisition of any item of Collateral, without the necessity for any other or further action by Borrower or Lenders. Lenders are hereby granted a continuing lien as additional security for all Obligations hereunder upon any and all moneys, securities, and other property of Borrower, and the Proceeds thereof, now or hereafter held or received by or in transit to Lenders from or for Borrower, whether for safekeeping, custody, pledge, transmission, collection, or otherwise, and also upon any and all deposit balances (general or special) and credits of Borrower with, and any and all claims of Borrower against Lenders at any time existing, and upon an Event of Default hereunder, Lenders may apply or set off the same against the Obligations and Obligations hereby secured, without notice and without liability.

3.2 Applicable UCC. To the extent applicable, the UCC in effect in the State of Oklahoma governs the security interests provided for herein.

3.3 Financing Statements. Borrower shall execute and cause to be executed such further documents and instruments, including, without limitation, Uniform Commercial Code financing statements, as Lenders, in their sole discretion, deem necessary or desirable to create, evidence, preserve, and perfect their liens and security interests in the Collateral.

3.4 NSA Payments. The NSA Payments shall constitute Collateral hereunder.

SECTION 4

CONDITIONS PRECEDENT

Conditions to Closing. The obligation of Lenders to perform hereunder shall be subject to the conditions precedent that (a) Borrower shall have paid to Lenders an amount equal to the estimated costs and out-of-pocket expenses Lenders' Counsel incurred in connection with the preparation, execution, and delivery of the Security Documents and the consummation of the transactions contemplated thereby, assuming such costs and expenses are reasonable; (b) Lenders shall have received duly executed copies of each of the documents and items described herein and each in form and substance reasonably satisfactory to Lenders; (c) there exists no Potential

Default or Event of Default; (d) no change that would reasonably be expect to cause a Material Adverse Effect has occurred; and (e) the representations and warranties contained in each of the Security Documents shall be true and correct in all material respects.

SECTION 5

REPRESENTATIONS AND WARRANTIES

To induce Lenders to enter into this Agreement, Borrower represents and warrants to Lenders that:

5.1 Organization and Good Standing. Borrower is duly organized and in good standing under the laws of the state of its organization, or formation, as the case may be, is duly qualified and in good standing in all states in which it is doing business, has the power and authority to own its properties and assets and to transact the business in which it is engaged in each jurisdiction in which it operates, and is or will be qualified in those states wherein it proposes to transact business in the future.

5.2 Authorization and Power. Borrower has full power and authority to execute, deliver, and perform the Security Documents to be executed by it, all of which has been duly authorized by all proper and necessary action.

5.3 No Conflicts or Consents. Neither the execution and delivery of the Security Documents, nor the consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene or conflict with any Legal Requirement to which Borrower is subject, any Governmental Authorization applicable to Borrower, any indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument binding on Borrower, or any Constituent Document of Borrower. No consent, approval, authorization, or order of any court, Governmental Authority, shareholder, director, partner, member, or third party is required in connection with the execution, delivery, or performance by Borrower of any of the Security Documents, except for consents, approvals, authorizations and orders that have been obtained and delivered to Lenders.

5.4 Enforceable Obligations. The Security Documents have been duly executed and delivered by Borrower, and are the legal and binding obligations of Borrower, enforceable in accordance with their respective terms, except as limited by Debtor Laws.

5.5 Ownership of Collateral. Except for the security interests granted hereby or by any other document executed in favor of Lenders, Borrower is and, as to Accounts, Inventory, and other Collateral arising or to be acquired after the date hereof, shall be, the sole and exclusive owner of the Accounts, Inventory, and each and every other item of Collateral, free from any Lien, and Borrower shall defend its Accounts, Inventory, and each and every other item of Collateral and all Proceeds and products thereof against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to Lenders.

5.6 Full Disclosure. There is no fact known to Borrower that Borrower has not disclosed to Lenders that could reasonably be expected to have a Material Adverse Effect. No certificate or statement delivered by Borrower to Lenders in connection with this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein from being misleading.

5.7 No Default. No event has occurred and is continuing which constitutes a Potential Default or an Event of Default.

5.8 No Litigation. There are no actions, suits or legal, equitable, arbitration or administrative proceedings pending, or to the knowledge of Borrower threatened, against Borrower that could, if adversely determined, result in liability in excess of \$10,000.00 or otherwise reasonably expected to have a Material Adverse Effect.

5.9 Taxes. All tax returns required to be filed by Borrower in any jurisdiction have been filed and all taxes (including mortgage recording taxes), assessments, fees, and other governmental charges upon Borrower or upon any of its properties, income, or franchises have been paid except for taxes being contested in good faith by appropriate proceedings diligently projected and as to which adequate reserves have been established in accordance with sound accounting principles, consistently applied. To the best of Borrower's knowledge, there is no proposed tax assessment against Borrower and all tax liabilities of Borrower are adequately provided for. No income tax liability of Borrower has been asserted by the Internal Revenue Service for taxes in excess of those already paid.

5.10 Compliance with Law.

(a) (i) Borrower is in compliance with its Constituent Documents, and with all Legal Requirements which are applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets; and (ii) Borrower has not received any notice or other communication from any Governmental Authority or other Person of any event or circumstance that could constitute a violation of, or failure to comply with, any Legal Requirement.

(b) (i) Borrower is in compliance with all of the terms and requirements of each Governmental Authorization held by it; (ii) Borrower has not received any notice or other communication from any Governmental Authority or other Person of any event or circumstance which could constitute a violation of, or failure to comply with, any term or requirement of any Governmental Authorization, or of any actual or potential revocation, withdrawal, cancellation, or termination of, or material modification to, any Governmental Authorization; and (iii) all applications required to have been filed for the renewal of any required Governmental Authorizations have been duly filed on a timely basis with the appropriate Governmental Authorities, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Authorities.

5.11 Operation of Business. Borrower possesses all licenses, permits, franchises, patents, copyrights, trademarks, and tradenames, or rights thereto, necessary to conduct its business substantially as now conducted and as presently proposed to be conducted, and Borrower is not in violation of any valid rights of others with respect to any of the foregoing.

5.12 Environmental Matters.

(a) Borrower and all of its respective properties, assets, and operations are, to the best of Borrower's knowledge and belief, in full compliance with all applicable Environmental Laws. Borrower is not aware of, nor has Borrower received notice of, any past, present, or future conditions, events, activities, practices, or incidents which may materially interfere with or prevent the compliance or continued compliance of Borrower with all Environmental Laws;

(b) Borrower, to the best of its knowledge and belief, has obtained all known permits, licenses, and authorizations that are required under applicable Environmental Laws, and all such permits are in good standing and Borrower is in compliance with all of the terms and conditions of such permits;

(c) There are no known conditions or circumstances associated with the currently or previously owned or leased properties or operations of Borrower that could reasonably be expected to give rise to any liabilities under any Environmental Laws;

(d) Borrower is not a treatment, storage, or disposal facility requiring a permit under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., regulations thereunder or any comparable provision of state law. Borrower, to the best of its knowledge and belief, is in compliance with all applicable financial responsibility requirements of all Environmental Laws;

(e) Borrower has, to the best of its knowledge and belief, not filed or failed to file any notice required under applicable Environmental Law reporting a release; and

(f) No Lien arising under any Environmental Law has attached to any property or revenues of Borrower.

5.13 Intellectual Property. All material Intellectual Property owned or used by Borrower is listed, together with application or registration numbers, where applicable, in Schedule 5.13. Borrower owns, or is licensed to use, all Intellectual Property necessary to conduct its business as currently conducted except for such Intellectual Property the failure of which to own or license could not reasonably be expected to have a Material Adverse Effect.

5.14 Survival of Representations and Warranties. All representations and warranties by Borrower herein shall survive delivery of the Notes and any investigation at any time made by or on behalf of Lenders shall not diminish Lenders' right to rely thereon.

SECTION 6

AFFIRMATIVE COVENANTS

Until payment in full of the Obligations, Borrower agrees that (unless Lenders shall otherwise consent in writing):

6.1 Financial Statements, Reports and Documents. Borrower shall deliver to each Lender each of the following:

(a) As soon as available, and in any event within thirty (30) days following the end of each calendar month, internally prepared financial statements for Borrower, signed by a duly authorized representative, and showing the results of its operations during such fiscal year, which statements shall include, but shall not be limited to, an income statement, a balance sheet, contingent liability statement, and such other matters as Lenders may reasonably request;

(b) Such other documents, instruments, data, or information of any type reasonably requested by Lenders with respect to the accounts receivable, collections, remittances, Inventory and any other Collateral.

6.2 Insurance. Borrower shall (a) have and maintain at all times general liability insurance and, such insurance as Lenders may reasonably require; (b) furnish to Lenders, upon request, a statement of the insurance coverage; (c) obtain other or additional insurance promptly, upon request of Lenders, to the extent that such insurance may be available; and (d) cause Lenders, to be named as (i) an additional insured on all of Borrower's liability insurance policies, and (ii) Lenders loss payee as to all property constituting Collateral hereunder, pursuant to a mortgagee or loss payable endorsement in form acceptable to Lenders. All insurance proceeds, payments and other amounts paid to or received by Lenders under or in connection with any and all such policies shall be applied in whole or part to the payment of such of the Obligations as shall then be due, and/or, at Lenders' option, be held (in a remittance or other special account in which Borrower shall have no interest) for application to Obligations not yet due and be applied to such Obligations as and when the same shall come due, in such order as Lenders may determine in their sole discretion. All insurance policies shall provide for a minimum of thirty (30) days' written cancellation notice to Lenders and, at Lenders' request, all such policies shall be delivered to and held by Lenders. In the event of failure to provide and maintain insurance required by this Agreement, Lenders may, at their option, provide such insurance and charge the costs and expenses incurred to Borrower. Lenders are hereby made attorney-in-fact for Borrower to (i) obtain, adjust and settle, in their sole discretion, such insurance, and (ii) endorse any drafts or checks issued in connection with such insurance.

6.3 Payment of Taxes and Other Liabilities. Borrower shall pay and discharge (a) all taxes, assessments, and governmental charges or levies imposed upon it or upon its income or profits, or upon any property belonging to it, before delinquent, (b) all lawful claims (including claims for labor, materials and supplies), which, if unpaid, might give rise to a Lien upon any of its property, and (c) all of its other liabilities, except as prohibited under the Security Documents;

provided, however, that Borrower shall not be required to pay any such tax, assessment, charge, or levy if and so long as the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and appropriate accruals and cash reserves therefor have been established in accordance with sound accounting principles, consistently applied.

6.4 Operations and Properties. Borrower will keep and maintain all of the tangible Collateral in good operating condition, and Borrower will provide all maintenance and service and all repairs necessary for such purposes. Borrower shall (a) act prudently and in accordance with customary industry standards in managing and operating its assets and properties, and (b) keep in good working order and condition, ordinary wear and tear excepted, all of its assets and properties which are necessary to the conduct of its business.

6.5 Maintenance of Existence and Rights; Conduct of Business. Borrower shall preserve and maintain its corporate existence and all of its rights, privileges, and franchises necessary or desirable in the normal conduct of its business, and conduct its business in an orderly and efficient manner consistent with good business practices and in accordance with all Legal Requirements of any Governmental Authority.

6.6 Notice of Default; Other Notices. Borrower shall furnish to Lenders, immediately upon becoming aware of the existence of any condition or event which constitutes a Potential Default or an Event of Default, written notice specifying the nature and period of existence thereof and the action which Borrower is taking or proposes to take with respect thereto. Borrower shall promptly notify Lenders of (a) any material adverse change in Borrower's financial condition or its business, (b) any default under any material agreement, contract, or other instrument to which Borrower is a party or by which any of Borrower's properties are bound, or any acceleration of the maturity of any liabilities owing by Borrower, (c) the occurrence of any fact or circumstance which could reasonably be expected to cause a Material Adverse Effect against or affecting Borrower, or any of its properties, and (d) the commencement of, and any material determination in, any litigation with any third party or any proceeding before any Governmental Authority affecting Borrower.

6.7 Compliance with Law. Borrower shall comply with all applicable Legal Requirements of any Governmental Authority, a breach of which could have a Material Adverse Effect.

6.8 Authorizations and Approvals. Borrower shall promptly obtain, from time to time at its own expense, all Governmental Authorizations as may be required to enable it to comply with its obligations hereunder and under the other Security Documents.

6.9 Primary Accounts. Borrower shall establish and maintain with Commerce Bank ("Bank") its primary operating and depository accounts ("Depository Accounts"). Borrower, upon request of the Lenders, will request that Bank provide duplicate monthly bank statements to Administrative Agent.

6.10 Further Assurances. Borrower shall make, execute, and deliver or file or cause the same to be done, all such notices, additional agreements, mortgages, assignments, financing

statements, or other assurances, and take any and all such other action, as Lenders may, from time to time, deem reasonably necessary or proper in connection with any of the Security Documents.

6.11 Indemnity by Borrower. Borrower shall indemnify, defend, and hold harmless Lenders and their officers, agents, trustees, beneficiaries, attorneys, and employees (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, and expense (including interest, penalties, attorneys' fees, and amounts paid in settlement) to which the Indemnitees may become subject arising out of this Agreement and the other Security Documents other than those which arise by reason of the gross negligence or willful misconduct of a Lender, **BUT SPECIFICALLY INCLUDING ANY LOSS, LIABILITY, OBLIGATION, DAMAGE, PENALTY, JUDGMENT, CLAIM, DEFICIENCY, OR EXPENSE ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF LENDERS.** Borrower shall also indemnify, protect, and hold each Indemnitee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, proceedings, costs, expenses (including without limitation all reasonable attorneys' fees and legal expenses whether or not suit is brought), and disbursements of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against such Indemnitee, with respect to or as a direct or indirect result of the violation by Borrower of any Environmental Law. The provisions of and undertakings and indemnifications set forth in this Section 6.11 shall survive (a) the satisfaction and payment of the Obligations and termination of this Agreement, and (b) the release of any Liens held by Lenders or the extinguishment of such Liens by foreclosure or action in lieu thereof.

SECTION 7

NEGATIVE COVENANTS

Until payment in full of the Obligations, Borrower agrees that (unless Lenders shall otherwise consent in writing):

7.1 Change of Location. Borrower shall not change (or permit to be changed) any office or location, or move any of the Collateral, except in the ordinary course of business, without (i) at least thirty (30) days prior written notice to Lenders, and (ii) prior to making any such change, executing and delivering to Lenders any additional financing statements or other documents that Lenders may reasonably request.

7.2 Disposition of Assets. Subject to the exclusions in Section 2.2 herein, Borrower shall not sell, transfer, lease, otherwise dispose of, or permit to be sold, transferred, or leased any of the Accounts, Inventory, Equipment and the other Collateral or any interest therein (or any of the Proceeds thereof, whether money, checks, money orders, drafts, notes, instruments, documents, chattel paper, Accounts, returns, or repossessions) or of any other property of Borrower, except for the sale of Equipment and Inventory in the ordinary course of business.

7.3 Limitations on Liabilities. Borrower shall not incur, create, issue, assume, guarantee, endorse or permit to exist any liabilities except:

- (a) Obligations to Lenders provided for in this Agreement; and
- (b) trade payables incurred in the ordinary course of business.

7.4 Constituent Documents. Borrower shall not (a) violate the provisions of its Constituent Documents, or (b) modify, repeal, replace, or amend any provision of its Constituent Documents.

7.5 Accounting Practices. Borrower shall not materially change accounting practices, methods, or standards or the reporting format for any information furnished Lenders under the terms and provisions of this Agreement, which accounting practices shall conform to sound accounting principles, consistently applied throughout the term of this Agreement.

7.6 Change in Business. Borrower will not engage in any business other than the business in which it is engaged as of the date hereof.

SECTION 8

EVENTS OF DEFAULT

An "Event of Default" shall exist if any one or more of the following events (herein collectively called "Events of Default") shall occur and be continuing:

(a) Borrower shall fail to pay within five (5) days of when due the Obligations or any part thereof; or

(b) any representation or warranty made under this Agreement, or any of the other Security Documents, shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made or deemed to have been made; or

(c) default shall occur in the performance of any of the covenants or agreements of Borrower, contained herein or in any of the other Security Documents and such failure shall continue for thirty (30) days from the earlier to occur of Borrower's receipt of written notice from Lenders or Borrower having knowledge of such default; or

(d) Borrower's failure to maintain any insurance required hereunder or pay any premium on (i) any insurance policy assigned to Lenders, or (ii) any insurance covering any Collateral; or

(e) any of the Security Documents shall cease to be legal, valid, and binding agreements enforceable against the Person executing the same in accordance with its terms, shall be terminated, become or be declared ineffective or inoperative or cease to

provide the respective liens, rights, remedies, powers, or privileges intended to be provided thereby; or Borrower shall deny that such Person has any further liability or obligation under any of the Security Documents; or

(f) Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, custodian, intervenor, or liquidator of itself or of all or a substantial part of such Person's assets, (ii) file a voluntary petition in bankruptcy, admit in writing that such Person is unable to pay such Person's debts as they become due, or generally not pay such Person's debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization of an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (v) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Person in any bankruptcy, reorganization, or insolvency proceeding, or (vi) take corporate action for the purpose of effecting any of the foregoing; or

(g) an involuntary proceeding shall be commenced against Borrower seeking bankruptcy or reorganization of such Person or the appointment of a receiver, custodian, trustee, liquidator, or other similar official of such Person, or all or substantially all of such Person's assets, and such proceeding shall not have been dismissed within ninety (90) days of the filing thereof; or an order, order for relief, judgment, or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition or complaint seeking reorganization of Borrower, or appointing a receiver, custodian, trustee, liquidator, or other similar official of such Person, or of all or substantially all of such Person's assets; or

(h) any final judgment(s) for the payment of money in excess of the sum of \$10,000.00 in the aggregate that is not covered by insurance shall be rendered against Borrower and such judgment(s) shall not be satisfied or discharged at least ten (10) days prior to the date on which any of such Person's assets could be lawfully sold to satisfy such judgment.

SECTION 9

REMEDIES

9.1 Remedies Upon Event of Default. If any Event of Default shall occur and be continuing, then Lenders may, without notice, exercise any one or more of the following rights and remedies, and any other remedies provided in any of the Security Documents, as Lenders in their sole discretion may deem necessary or appropriate: (a) declare the Obligations or any part thereof to be forthwith due and payable, whereupon the same shall forthwith become due and payable without presentment, demand, protest, notice of default, notice of acceleration or of intention to accelerate, or other notice of any kind, all of which Borrower hereby expressly waives, anything contained herein to the contrary notwithstanding, (b) reduce any claim to judgment, or (c) without notice of default or demand, pursue and enforce any of Lenders' rights and remedies under the Security Documents, or otherwise provided under or pursuant to any applicable law or agreement; provided, however, if any Event of Default specified in Sections 8

(f) or (g) shall occur, then the Obligations shall thereupon become due and payable concurrently therewith, and any Lender's obligation to lend shall immediately terminate hereunder, without any further action by Lenders and without presentment, demand, protest, notice of default, notice of acceleration or of intention to accelerate, or other notice of any kind, all of which Borrower hereby expressly waives.

9.2 Remedies. Upon the occurrence and during the continuance of any one or more of the above Events of Default, Lenders shall have, in addition to all other rights and remedies, the remedies of a secured party under the UCC, including, without limitation, the right to take possession of the Collateral, and for that purpose Lenders may, so far as Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom or take possession of same and store same on such premises pending disposition under the terms of this Agreement or applicable law. Lenders may require Borrower to assemble the Collateral and make it available to Lenders at a place designated by Lenders which is reasonably convenient to all of the parties. Unless the Collateral is perishable or threatens to decline speedily in value or is to a type customarily sold on a recognized market, Lenders shall give to Borrower at least ten (10 days' written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made, which time period shall be deemed for all purposes to be commercially reasonable. Lenders may, at any time in their discretion, transfer any securities or other property constituting Collateral into its own name or that of its nominee, and receive the income thereon and hold the same as security for the Obligations or apply it on principal or interest due on Obligations. Insofar as Collateral shall consist of Accounts, insurance policies, instruments, chattel paper, choses in action, or the like, Lenders may demand, collect, receipt for, settle, compromise, adjust, sue for, release, extend the time of payment, make allowances and adjustments, foreclose, or realize upon Collateral as Lenders may determine, whether or not Obligations or Collateral are then due, and for the purpose of realizing Lenders' rights therein, Lenders may receive, open, and dispose of mail addressed to Borrower and endorse notes, checks, drafts, money orders, documents of title, or other evidences of payment, shipment, or storage or any form of Collateral on behalf of and in the name of Borrower.

9.3 Rights Not Exclusive. No right, power, or remedy conferred in this Agreement, the Note, or any other agreement executed in connection herewith or any other document or agreement to which Borrower and Lenders are parties, or now or hereafter existing at law, in equity, or admiralty, by statute or otherwise, shall be exclusive, and each such right, power, or remedy, shall, to the full extent permitted by law, be cumulative and in addition to every other such right, power, or remedy. Lenders may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of Borrower's Obligations, in whole or in part, and in such portions and in such order as may seem best to Lenders in its sole discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, or security interests evidenced by this Agreement. Lenders may, at all times, proceed directly against Borrower to enforce payment of Borrower's Obligations and shall not be required first to enforce its rights in the Collateral or any other security granted to it. Lenders shall not be required to take any action of any kind to preserve, collect, or protect Borrower's rights in the Collateral or any other security granted to it.

9.4 Sales of Collateral. The sale by Lenders of less than the whole of the Collateral shall not exhaust the rights of Lenders hereunder, and Lenders is specifically empowered to make successive sales hereunder until the whole of the Collateral shall be sold. If the Proceeds of any sale of less than the whole of the Collateral shall be less than the aggregate of the Obligations, this Agreement and the security interests created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; provided however, that Borrower shall never have any right to require sale of less than the whole of the Collateral but Lenders shall have the right, at its sole election, to sell less than the whole of the Collateral.

9.5 Performance by Lenders. If Borrower fails to perform any covenant, duty, or agreement contained in any of the Security Documents within any applicable grace or cure period, then the Lenders may perform or attempt to perform such covenant, duty, or agreement on behalf of Borrower. In such event, Borrower shall, at the request of Lenders' Administrative Agent, promptly pay any amount expended by such Lenders in such performance or attempted performance to such Lenders at together with interest thereon at the Maximum Rate from the date of such expenditure until paid. Notwithstanding the foregoing, it is expressly understood that Lenders shall not assume any liability or responsibility for the performance of any duties of Borrower hereunder or under any of the Security Documents and none of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lenders the right or power to exercise control over the management and affairs of Borrower.

SECTION 10

ADMINISTRATIVE AGENT

10.1 Appointment and Authority. Each of the Lenders hereby irrevocably appoints Bump to act on its behalf as the Administrative Agent hereunder and under the other Security Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders and the Borrower shall not have rights as a third party beneficiary of any of such provisions. **10.2 Rights as a Lender.** The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Security Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated

hereby or by the other Security Documents provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of Lenders' Counsel, may expose the Administrative Agent to liability or that is contrary to any Security Documents or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Security Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances or in the absence of its own gross negligence or willful misconduct.

10.3 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Security Documents by or through any one or more sub agents appointed by the Administrative Agent.

10.4 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Lenders shall have the right to appoint a successor. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Security Documents.

10.5 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges and agrees that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledge that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Security Documents or any related agreement or any document furnished hereunder or thereunder.

10.6 Sharing of Payments. All amounts received by any Lender or the Administrative Agent shall be held in trust for the benefit of all other Lenders and shall be distributed to each Lender *pari passu* by the respective Lender or Administrative Agent that receives any such amount.

SECTION 11

MISCELLANEOUS

11.1 Accounting Reports. All financial reports or projections furnished by any Person to Lenders pursuant to this Agreement shall be prepared in such form and such detail as shall be satisfactory to Lenders, shall be prepared on the same basis as those prepared by such Person in prior years, and, where applicable, shall be the same financial reports and projections as those furnished to such Person's officers and directors.

11.2 Waiver. No failure to exercise, and no delay in exercising, on the part of Lenders, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of Lenders under the Security Documents shall be in addition to all other rights provided by law. No modification or waiver of any provision of any Security Document, or consent to departure therefrom, shall be effective unless in writing and no such consent or waiver shall extend beyond the particular case and purpose involved. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar, or other instances without such notice or demand.

11.3 Payment of Expenses. Borrower agrees to pay Lenders on demand all costs and expenses of Lenders (including, without limitation, the reasonable attorneys' fees of Lenders' Counsel) incurred in connection with the preservation and enforcement of Lenders' rights under the Security Documents, and all reasonable costs and expenses of Lenders (including without limitation the reasonable fees and expenses of Lenders' Counsel) in connection with the negotiation, preparation, execution, delivery, and administration of the Security Documents. If Borrower fails to remit payments when due and following written notice from Lenders, Lenders may, at their option, debit Borrower's Depository Accounts to pay such expenses. Borrower agrees to pay interest on amounts which Borrower fails to pay when due, at no higher than the Maximum Rate from the due date of such payment until paid.

11.4 Notices. Any communications required or permitted to be given by any of the Security Documents must be (a) in writing and personally delivered or mailed by prepaid certified or registered mail, or (b) made by facsimile transmission delivered or transmitted, to the party to whom such notice of communication is directed, to the address of such party shown opposite its name on the signature pages hereof. Any such communication shall be deemed to have been given (whether actually received or not) on the day it is personally delivered or three (3) days after deposit if sent by certified or registered mail or, if transmitted by facsimile transmission, on the day that such communication is transmitted as aforesaid subject to telephone confirmation of receipt, provided that if such notice is delivered or deemed to have been delivered on a day that is not a Business Day or after 5:00 p.m. Central Time, such notice shall be deemed to have been delivered on the following Business Day. Any party may change its address for purposes of this Agreement by giving notice of such change to the other parties pursuant to this Section 12.4.

11.5 Governing Law. This Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Oklahoma and the substantive laws of such state and the applicable federal laws of the United States of America shall govern the validity, construction, enforcement, and interpretation of this Agreement and all of the other Security Documents.

11.6 Choice of Forum; Consent to Service of Process and Jurisdiction. Any suit, action, or proceeding against Borrower with respect to this Agreement, the Note, or other Security Documents, or any judgment entered by any court in respect thereof, may be brought in the courts of the State of Oklahoma, County of Tulsa, or in the United States courts located in the Northern District of Oklahoma as Lenders in its sole discretion may elect, and Borrower hereby irrevocably submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding. Borrower hereby irrevocably consents to the service of process in any suit, action, or proceeding in said court by the mailing thereof by Lenders by registered or certified mail, postage prepaid, to Borrower's address shown opposite its name on the signature pages hereof. Nothing herein or in any of the other Security Documents shall affect the right of Lenders to serve process in any other manner permitted by law or shall limit the right of Lenders to bring any action or proceeding against Borrower or with respect to any of its property in courts in other jurisdiction. Borrower hereby irrevocably waives any objections which it may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement, the Note, or any other Security Documents brought in the courts located in the State of Oklahoma, County of Tulsa, and hereby further irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum. Any action or proceeding by Borrower against Lenders shall be brought only in a court located in Tulsa County, Oklahoma.

11.7 Invalid Provisions. Any provision of any Security Document held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not invalidate the remaining provisions of such Security Document which shall remain in full force and the effect thereof shall be confined to the provision held invalid or illegal.

11.8 Interest on Notes/Maximum Interest Rate. Interest on the Notes for the period of December 3, 2013 to the Maturity Date shall accrue at an interest rate of five percent (5%) per annum. Regardless of any provision contained in any of the Security Documents, Lenders shall never be entitled to receive, collect, or apply as interest (whether termed interest herein or deemed to be interest by operation of law or judicial determination) on the Notes any amount in excess of interest calculated at the Maximum Rate, and, in the event that Lenders ever receives, collects, or applies as interest any such excess, then the amount which would be excessive interest shall be deemed to be a partial prepayment of principal and treated hereunder as such; and, if the principal amount of the Obligations is paid in full, then any remaining excess shall forthwith be paid to Borrower. In determining whether or not the interest paid or payable under any specific contingency exceeds interest calculated at the Maximum Rate, Borrower and Lenders shall, to the maximum extent permitted under applicable law: (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate, and spread, in equal parts, the total amount of interest throughout the entire contemplated term of the Notes; provided

that, if the Notes are paid and performed in full prior to the end of the full contemplated term thereof, and if the interest received for the actual period of existence thereof exceeds interest calculated at the Maximum Rate, then Lenders shall refund to Borrower the amount of such excess or credit the amount of such excess against the principal amount of the Notes and, in such event, Lenders shall not be subject to any penalties provided by any laws for contracting for, charging, taking, reserving, or receiving interest in excess of interest calculated at the Maximum Rate.

11.9 Non-Liability of Lenders. The relationship between Borrower and Lenders is, and shall at all times remain, solely that of borrower and lender, and Lenders have no fiduciary or other special relationship with Borrower.

11.10 Successors and Assigns. The Security Documents shall be binding upon and inure to the benefit of Borrower and Lenders and their respective successors, assigns, and legal representatives; provided, however, that Borrower may not, without the prior written consent of Lenders, assign any rights, powers, duties, or obligations thereunder. Lenders reserve the right to sell all or a portion of its interest in the Loan and Lenders shall have the right to disclose any information in its possession regarding Borrower or any assets pledged to Lenders in connection herewith to any potential transferee of the Loan or any part thereof.

11.11 Headings. Section headings are for convenience of reference only and shall in no way affect the interpretation of this Agreement.

11.12 [Intentionally omitted]

11.13 [Intentionally omitted]

11.14 No Third Party Beneficiary. The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any Security Document or any course of conduct by any party hereto be construed to make or render Lenders or any of their officers, directors, agents, or employees liable (a) to any materialman, supplier, contractor, subcontractor, purchaser, or lessee of any property owned by Borrower, or (b) for debts or claims accruing to any such Persons against Borrower.

11.15 Multiple Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

11.16 Entirety. THIS AGREEMENT, THE NOTES, AND THE OTHER SECURITY DOCUMENTS REFERRED TO HEREIN EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES

HERETO. THE PROVISIONS OF THIS AGREEMENT AND THE OTHER SECURITY DOCUMENTS TO WHICH BORROWER IS A PARTY MAY BE AMENDED OR WAIVED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES HERETO.

11.17 [Intentionally omitted]

11.18 Waiver of Jury Trial. BORROWER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF LENDERS, BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDERS OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTACT, TORT OR OTHERWISE.

11.19 Errors and Omissions. If requested by Lenders, Borrower shall fully cooperate in the correction of any Security Documents so that all Security Documents accurately describe the Loan. In the event that Borrower fails to comply with Lenders' requests within thirty (30) days, Borrower agrees to pay all costs and expenses incurred by or on behalf of Lenders (including reasonable attorneys' fees) in connection with any such correction.

(Signature Page Follows)

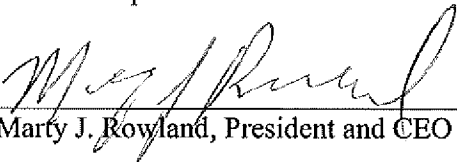
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Address for Notice:

4129 S. 72nd E Ave.
Tulsa, Oklahoma 74145

BORROWER:

GLOBAL SAFETY LABS, INC.,
a Delaware corporation

By: 
Marty J. Rowland, President and CEO

Address for Notice:

Tomlins & Peters, PLLC
Southern Hills Tower, Suite 175
2431 East 61st Street
Tulsa, Oklahoma 74136

LENDERS:

**THE LARRY J. BUMP TRUST DATED
4/24/91**

By: _____
Larry J. Bump, Trustee

Michael L. Thiele

Elaine Thiele

**THE W. KENT DUNBAR 1994 TRUST
DATED NOVEMBER 2, 1994**

By: _____
W. Kent Dunbar, Trustee

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Address for Notice:

4129 S. 72nd E Ave.
Tulsa, Oklahoma 74145

BORROWER:

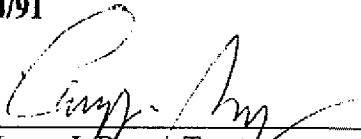
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Marty J. Rowland, President and CEO

Address for Notice:

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DATED NOVEMBER 2, 1994**

By: _____

W. Kent Dunbar, Trustee

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Address for Notice:

4129 S. 72nd E Ave.
Tulsa, Oklahoma 74145

BORROWER:

GLOBAL SAFETY LABS, INC.,
a Delaware corporation

By: _____
Marty J. Rowland, President and CEO

Address for Notice:

Tomlins & Peters, PLLC
Southern Hills Tower, Suite 175
2431 East 61st Street
Tulsa, Oklahoma 74136

LENDERS:

THE LARRY J. BUMP TRUST DATED
4/24/91

By: _____
Larry J. Bump, Trustee

Michael L. Thiele

Elaine Thiele

THE W. KENT DUNBAR 1994 TRUST
DATED NOVEMBER 2, 1994

By: _____
W. Kent Dunbar, Trustee

Schedule 5.13

Borrower's Intellectual Property Collateral

PATENTS

- (1) U.S. Patent No. 6,378,617, entitled "APPARATUS AND METHOD FOR OFF-ROAD VEHICLE FIRE PROTECTION AND FIRE SUPPRESSION", issued on April 30, 2002.
- (2) U.S. Patent No. 6,612,373, entitled "APPARATUS AND METHOD FOR OFF-ROAD VEHICLE FIRE PROTECTION AND FIRE SUPPRESSION", issued on September 2, 2003.
- (3) U.S. Patent No. 8,257,607 entitled "FLOUROCARBON-FREE ENVIRONMENTALLY FRIENDLY, NATURAL PRODUCT-BASED, AND SAFE FIRE EXTINGUISHING AGENT", issued on September 4, 2012.
- (4) U.S. Patent Application No. 12/868,427, entitled "AN ON BOARD SYSTEM FOR EXTINGUISHING VEHICLE FIRES", filed on August 25, 2010, which claims the benefit of U.S. Provisional Application No. 61/237,252, filed on August 26, 2009.
- (5) U.S. Patent Application No. 13/424,074, entitled "FIRE PROTECTION PRE-COATING AGENT", filed on March 19, 2012, which claims the benefit of U.S. Provisional Application No. 61/454,343, filed on March 18, 2011.
- (6) U.S. Patent Application No. 13/602,230, entitled "ENVIRONMENTALLY FRIENDLY, NATURAL PRODUCT-BASED, AND SAFE FIRE EXTINGUISHING AGENT", filed on September 3, 2012, continuation of Patent Application No. 13/015,266 (Patent No. 8,257,607) which claims the benefit of U.S. Non-Provisional Application 12,417,385, filed on April 2, 2009, which claims the benefit of U.S. Non-Provisional Application 12/148,225, filed on April 17, 2008, which claims the benefit of U.S. Provisional Application 60/923,821 filed on April 17, 2007.
- (7) U.S. Patent Application No. 61/680,699, entitled "MISTING, FLOODING, AND PRE-COATING SYSTEMS FOR FIRE SUPPRESSION", filed on August 7, 2012.
- (8) U.S. Patent Application No. 61/792,789, entitled "FIRE SUPPRESSION DISPENSING AND DIRECTING MEANS", filed on March 15, 2013.
- (9) PCI International Application No. PCT/US13/54016, entitled "MISTING, FLOODING, AND PRE-COATING SYSTEM FOR FIRE SUPPRESSION," filed on August 7, 2013.

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
United States	FIREBANE (words only)	Registration No. 3,947,535
United States	FIREBANE (words only)	Registration No. 4,453,979
United States	ARCTIC FIRE-FREEZE (words only)	Registration No. 3,711,702
Australia	FIREBANE (words only)	Registration No. 1544338
Australia	FIREBANE (words only)	Registration No. 1559035
European Union	FIREBANE (words only)	Community Trade Mark Registration No. 011733599