

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWAPSOL CORP.		01/29/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DRINKER BIDDLE & REATH LLP		
Street Address:	600 Campus Drive		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3812707	SWAPSOL	
CORRESPONDENCE DATA			
Fax Number:	3125693545		
<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:	312-569-1000		
Email:	gwen.benoy@dbr.com		
Correspondent Name:	Brian C. Rupp, Drinker Biddle & Reath		
Address Line 1:	191 N. Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	437004		
NAME OF SUBMITTER:	Brian C. Rupp		
SIGNATURE:	/brian c. rupp/		
DATE SIGNED:	02/05/2016		
Total Attachments: 8			
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PROMISSORY NOTE AND SECURITY AGREEMENT

\$142,859.32

January 29, 2016

FOR VALUABLE CONSIDERATION, including the provision of legal services, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **SWAPSOL CORP**, a Delaware corporation, now or formerly at 800 Neptune Avenue, Beachwood, New Jersey 08722 (the "Maker"), hereby unconditionally promises to pay to the order of **DRINKER BIDDLE & REATH LLP**, with its office at 600 Campus Drive, Florham Park, NJ, 07932 (the "Holder"), or at such other place as the Holder may designate in writing, on demand, the principal sum of One Hundred Forty-Two Thousand Eight Hundred Fifty-Nine Dollars and 32/100 Cents (\$142,859.32). For the avoidance of doubt, this Promissory Note and Security Agreement (this "Promissory Note") is a full recourse Promissory Note. This Promissory Note is being made by the Maker in favor of the Holder to evidence and secure the payment and performance of the Maker's obligations in connection with certain legal services provided by the Holder to the Maker.

1. Payment of Principal. The Maker agrees to pay on demand or, even without demand, within ten (10) days of monetizing any or all of its intellectual property, or otherwise receiving income, the amount in full. It is agreed and understood by the Holder and the Maker that Maker has represented that it does not currently have liquid assets sufficient to satisfy this Promissory Note; but Maker represents that it possesses certain assets, in the form of intellectual property which, if monetized, will be sufficient to satisfy this Promissory Note and that in such event, and at that time, Maker will pay Holder in full.

2. Prepayment. The Maker may prepay in whole or in part at any time and from time to time without premium or penalty all or any portion of the outstanding principal amount hereof and any other sums due hereunder, together with any interest, fees or charges due hereunder.

3. Default Rate. If any amount of principal or other amount due under this Promissory Note is not be paid when due, i.e., upon Maker having monetized its intellectual property, by acceleration or otherwise, the Maker shall pay to the Holder interest on the unpaid amount at the rate of twelve percent (12%) per annum (the "Default Rate") and said unpaid amount, including interest at the Default Rate, shall be payable upon demand.

4. Events of Default. An "Event of Default" shall exist under this Promissory Note:

- (a) if the Maker shall fail to make any payments under this Promissory Note when due;
- (b) if the Maker makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against the Maker;

(c) if a lien of any kind, other than as created by this Promissory Note, shall be placed on any of the Collateral, without the prior written consent of the Holder;

(d) if the Maker pledges, hypothecates, transfers, sells, assigns or otherwise disposes of any of the Collateral without the prior written consent of the Holder which consent will not be unreasonably withheld;

(e) if the Maker applies for or permits the appointment of a receiver or trustee for any or all of its property, assets or rights, or any such receiver or trustee shall have been appointed for any or all of its property, assets or rights; or

(f) if any representation, warranty, covenant or agreement made by the Maker herein is inaccurate in any respect or has been breached in any respect.

Upon the occurrence of an Event of Default, the entire unpaid principal amount of this Promissory Note and any other sums due hereunder shall, at the option of the Holder, become immediately due and payable. Upon and following an Event of Default, the Holder, at its option, may exercise any and all rights and remedies it has under this Promissory Note under applicable law. The Maker agrees to pay all costs of collection, including reasonable attorneys' fees and all fees and expenses incurred by the Holder, in endeavoring to protect, enforce and realize upon this Promissory Note. No single or partial exercise by the Holder, or delay or omission in the exercise by the Holder, of any right or remedy under this Promissory Note shall preclude, waive or limit any other or further exercise by the Holder thereof or the exercise by the Holder of any other right or remedy.

5. Security. As collateral security for the prompt and complete payment when due of the principal and any other amounts payable by the Maker to the Holder hereunder and any costs incurred by the Holder in enforcing its rights and remedies hereunder, the Maker hereby pledges, hypothecates, delivers and assigns to the Holder, and creates in favor of the Holder, a security interest in and to all of the Maker's right, title and interest in, to and under the following property of the Maker whether now owned or hereafter acquired and wherever located: (a) all patents, patent applications, trade secrets, trademarks, inventions, and/or other intellectual property, of whatever type or kind, and all technology and other non-tangible assets owned, in whole or in part by SWAPSOL Corporation (the "Collateral"). Capitalized terms used in this paragraph and not otherwise defined in this Promissory Note shall have the meaning given to such terms in the Uniform Commercial Code as in effect in the State of New Jersey ("UCC"). The Maker hereby authorizes the Holder to file appropriate financing statements necessary to enable the Holder to perfect its security interests hereunder. The Holder's security interest in the Collateral shall remain in effect in accordance with the terms hereof until the principal and any other amounts due under this Promissory Note have been paid in full. Upon the occurrence and during the continuance of a default hereunder, the Holder shall have all of the rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law to enforce this Promissory Note and the Collateral therefor. Maker expressly agrees to the Holder filing the UCC Financing Statement attached hereto.

6. Representations and Warranties; Covenants.

(a) The Maker represents and warrants to the Holder as follows:

(i) The Maker is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Maker has all requisite corporate power and authority to enter into, execute, deliver and perform this Promissory Note, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The Maker has obtained all necessary corporate approvals for the execution and delivery of this Promissory Note, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Promissory Note has been duly executed and delivered by the Maker and shall constitute the Maker's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(ii) The execution, delivery and performance by the Maker of this Promissory Note and the consummation of the transactions contemplated hereby do not (A) conflict with or result in any violation or breach of any provision of any of the organizational documents of the Maker or any contract or agreement binding upon the Maker, (B) conflict with or result in any violation or breach of any provision of any applicable law, or (C) require any consent or other action by any person or entity under any provision of any agreement or other instrument to which the Maker is a party.

(b) The Maker warrants, covenants and agrees:

(i) to pay to the Holder, upon demand, all costs and expenses incurred by the Holder in the collection or attempted collection of this Promissory Note, including without limitation reasonable attorneys' fees and expenses, whether such costs and expenses are incurred pre- or post-judgment with such costs and expenses to bear interest at the Default Rate until indefeasible payment in full;

(ii) to give notice to the Holder of any change in the principal place of business of the Maker or any change in the Chief Executive Officer of the Maker within fifteen (15) days of such change; and

(iii) to permit the Holder to inspect during normal business hours the Collateral or any part of such Collateral upon five (5) calendar days written notice.

7. Notice of Disposition of Collateral. The Maker shall give the Holder reasonable notice of the time and place of any public or private sale of any of the Collateral, or of the time after which any private sale or other intended disposition is to be made. Notice of the intended disposition of any of the Collateral shall be deemed reasonably and properly given if mailed at least ten (10) Business Days before such disposition, postage prepaid, and addressed to the Holder at the address stated herein or such other address as the Holder may provide. Any proceeds of any disposition of the Collateral may be applied by the Holder, after satisfaction of the obligation represented by this Promissory Note, to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses. Any balance of such proceeds will be returned to the Maker.

8. Governing Law. This Promissory Note and the rights and obligations of all parties hereunder shall be governed by and construed under the laws of the State of New Jersey.

9. WAIVERS OF CERTAIN DEFENSES AND RIGHT TO JURY TRIAL. ANY ACTION BROUGHT PURSUANT TO THIS PROMISSORY NOTE SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF NEW JERSEY OR THE FEDERAL COURTS SITTING IN NEW JERSEY. THE MAKER HEREBY AGREES THAT IT SHALL NOT ASSERT IN ANY SUCH ACTION, SUIT OR OTHER PROCEEDING THAT IT IS NOT SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE ACTION, SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF THE ACTION, SUIT OR OTHER PROCEEDING IS IMPROPER. THE MAKER HEREBY WAIVES ANY OBJECTIONS TO VENUE, AND HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY.

10. Severability. The parties hereto intend and believe that each provision of this Promissory Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Promissory Note is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of the Promissory Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the Maker and the Holder under the remainder of this Promissory Note shall continue in full force and effect.

11. Maximum Interest Rate. All agreements herein are expressly limited so that in no event whatsoever, whether by reason or advancement of the proceeds hereof, acceleration of maturity of the unpaid principal amount hereof, or otherwise, shall the amount paid or agreed to be paid to the Holder for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws.

12. The Maker Not Released. No delay or omission of the Holder to exercise any of its rights and remedies under this Promissory Note at any time following the happening of an Event of Default shall constitute a waiver of the right of the Holder to exercise such rights and remedies at a later time by reason of such Event of Default or by reason of any subsequently occurring Event of Default. This Promissory Note, or any payment hereunder, may be extended from time to time by agreement in writing between the Maker and the Holder, without in any other way affecting the liability and obligations of the Maker.

13. Successors and Assigns. The provisions of this Promissory Note shall be binding upon the Maker and its permitted successors and assigns and shall inure to the benefit of the Holder and its permitted successors and assigns. For the avoidance of doubt, the Maker shall not be permitted to assign this Promissory Note or its obligations hereunder without the express prior written consent of the Holder, which consent may be granted or withheld in the sole discretion of the Holder.

14. Remedies Cumulative. The remedies of the Holder as provided in this Promissory Note, and the warranties contained herein, shall be cumulative and concurrent, may be pursued singly, successively or together at the sole discretion of the Holder, may be exercised as often as occasion for their exercise shall occur and in no event shall the failure to exercise any such right or remedy be construed as a waiver or release of such right or remedy. No remedy under this Promissory Note, conferred upon or reserved to the Holder, is intended to be exclusive of any other remedy provided in this Promissory Note or provided by law, but each shall be cumulative and shall be in addition to every other remedy given now or hereafter existing at law or in equity or by statute.

15. Payment Information. All payments required to be made hereunder shall be made during regular business hours to the Holder, at its address indicated in this Promissory Note, or at such other place as the Holder may from time to time designate in writing. All payments of principal or interest shall be made in currency of the United States of America, in immediately available funds, without setoff or counterclaim of any kind or nature by the Maker.

16. Notices. Except as otherwise specifically provided for herein, all notices, requests, reports and other communications pursuant to this Promissory Note shall be in writing, either by letter (delivered by hand or commercial messenger service, with receipt for delivery, or sent by certified mail, return receipt requested) or recognized overnight delivery service (such as Federal Express or U.P.S.) delivery charges for next day delivery prepaid, sent to the receiving party at its address set forth above.

Any notice, request or communication hereunder shall be deemed to have been given on the day on which it is delivered by hand or such commercial messenger service to such party at its address specified above, or, if sent by mail or overnight delivery service on the day of delivery or rejection; provided, however, that any delivery on other than a Business Day shall be deemed delivered on the next such Business Day. Any party may change the person or address to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

17. No Oral Modification. This Promissory Note may not be modified or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, modification or discharge is sought.

18. Time. Time is of the essence of the obligations of the Maker in this Promissory Note and each and every term, covenant and condition herein by or applicable to the Maker.

19. Captions. The captions and headings of the paragraphs of this Promissory Note are inserted for convenience and reference only and are not to be used to interpret, define or limit the scope of the provisions hereof.

20. Further Documents. The Maker shall, upon the request of the Holder, execute and deliver such additional documents, instruments, conveyances and assurances, and take such

further actions as may be reasonably requested to further document the Holder's rights and the Maker's obligations to the Holder with respect to this Promissory Note. In furtherance, and not in limitation, of the foregoing, the Maker agrees that at any time and from time to time, the Maker will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Holder may reasonably request, in order to perfect and protect any security interest granted hereby or to enable the Holder to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

[signature page follows]

~~IN WITNESS WHEREOF~~, the Maker and the Holder have caused this Promissory Note and Security Agreement to be duly executed on the date first above written.

MAKER:

SWAPSOL Corp.



By: _____

Name: Raymond C. Stenger

Title: Chairman of the Board

HOLDER:

DRINKER BIDDLE & REATH LLP



By: _____

Name: John A. Ridley

Title: Partner

TRADEMARK

REEL: 005725 FRAME: 0405

Exhibit A

The Maker herein agrees to pay Holder immediately upon Maker's receipt, the proceeds of any sale, disposition, lease, or other transfer of any portion of, or all of, the Intellectual Property now owned, in whole or in part, by the Maker. Intellectual Property shall include, but not be limited to, patents (including, but not limited to U.S. Patent 7,718,152), Russian Federation Patent RU 2 568 976 C2, Russian Federation Patent RU 2 462 296 C2, patent applications (including, but not limited to those now or formerly designated as Applications numbered 20140186259, 201200076721, 20100196245, 20090263312), (to the extent not abandoned) all trade secrets, all trademarks (including #3,812,707), all inventions owned by Maker, and all technology and other non-tangible assets owned, in whole or in part, by Holder.

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