

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Orthotics International, Inc.		12/21/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Andrew C. Neuner		
Street Address:	P.O. Box 261004		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75026		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Erin A. Neuner		
Street Address:	P.O. Box 261004		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75026		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2536052	SYMMETRY PLUS	
Registration Number:	2757922	SYMMETRY SPORT	
Registration Number:	2506335	SYMMETRY	
Registration Number:	2326646	BAREFOOT	
Registration Number:	2058864	ALZNNER	
Registration Number:	2040104	BAREFOOT ARCH SUPPORTS	
Registration Number:	2028924		
CORRESPONDENCE DATA			
Fax Number:	2812820040		
<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:	2812820040		
Email:	john@montgomeryiplaw.com		

OP \$190.00 2536052

Correspondent Name: John W. Montgomery
Address Line 1: 15830 Brook Forest Dr.
Address Line 2: MONTGOMERY IP Law, PLLC
Address Line 4: Houston, TEXAS 77059

NAME OF SUBMITTER: John W. Montgomery

SIGNATURE: /john w. montgomery/

DATE SIGNED: 02/06/2019

Total Attachments: 8

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SECURITY AGREEMENT

Date: December 21, 2018

Debtor: Bio Orthotics International, Inc. (a Texas corporation)

Debtor's Mailing Address: 1111 Jupiter Road, Suite 112A
Plano, Texas 75074

Secured Party: Andrew C. Neuner and Erin A. Neuner

Secured Party's Mailing Address [Include county]: P.O. Box 261004
Plano, Texas 75026

Classification of Collateral: Equipment, Inventory, Accounts, Intellectual Property and General Intangibles

Collateral: All of Debtor's interest in its equipment, inventory, accounts receivable, molds, tools, general intangibles, "Alzmer" name and trademarks and logos, "Barefoot" name and trademarks and logos, now existing and hereafter acquired or created intellectual property of Debtor (and all rights associated with intellectual property, such as contract rights, license rights, distribution rights, rights to sue for infringement, foreign rights, goodwill), and all supporting obligations and all products and proceeds of such property and all after-acquired collateral of the same classification. Alzmer's current trademark is USPTO number 2,028,864, and Barefoot's current trademark is USPTO number 2,040,104.

Parties specifically agree that Collateral shall not include cash or bank deposits of Debtor including deposit accounts as defined in Section 9.102(29) of the Texas Business and Commerce Code.

Obligation:

Secured Promissory Note:

Date: December 21, 2018

Original principal amount: \$ [REDACTED]

Borrower (Obligor): KEVIN SHARPLES, DAWN M. SHARPLES,
ANDREA SHARPLES, and HARRIET A. COLE
collectively

Lender (Secured Party): ANDREW C. NEUNER and ERIN A. NEUNER
collectively

Maturity Date: June 13, 2029

Terms of payment: As set forth in the Note

Debtor's Representations Concerning Debtor and Locations:

The chattel paper collateral is located solely at Debtor's office at 1111 Jupiter Road, Suite 112A, Plano, Texas 75074.

Debtor's state of organization is Texas. Debtor's name, as shown in its organizational documents, as amended, is exactly as set forth above; and Debtor's file number issued by the Secretary of State of Texas is 134516800.

Debtor's federal tax identification number is 75-2872527.

Debtor's records concerning the Collateral are located at Debtor's office at 1111 Jupiter Road, Suite 112A, Plano, Texas 75074.

Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure the Obligation and all renewals, modifications, and extensions of the Obligation. Debtor authorizes Secured Party to file a financing statement(s) describing the Collateral and to make filing(s) with other government office(s) concerning the security interest, in Secured Party's reasonable discretion (e.g., U.S. Patent and Trademark Office).

A. Debtor represents and warrants the following:

1. No financing statement covering the Collateral is filed in any public office.
2. Debtor owns the Collateral and has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance except liens for taxes not yet due.
3. All information about Debtor's financial condition is or will be accurate when provided to Secured Party.
4. Each account and chattel paper in the Collateral is and will be the valid, legally enforceable obligation of a third-party account debtor or obligor.
5. If any Collateral or proceeds includes obligations of third parties to Debtor, the transactions creating those obligations conform and will conform in all respects to applicable state and federal consumer credit law.

6. Debtor executes this agreement pursuant to the Pledge Agreement between Borrower and Lender dated of even date herewith (the "Pledge Agreement").

7. As a material inducement to Lender entering into the Stock Purchase Agreement between Borrower and Lender, Debtor agrees this agreement is fully binding and enforceable, and Debtor covenants to not challenge the enforceability of this agreement.

B. Debtor agrees to:

1. Defend the Collateral against all claims adverse to Secured Party's interest; pay all taxes imposed on the Collateral; keep the Collateral free from liens, except for liens in favor of Secured Party or for taxes not yet due; and keep the Collateral in Debtor's possession and ownership except as otherwise provided in this agreement.
2. After the occurrence of an event of default hereunder and except as otherwise provided in Section 9 of the Obligation, pay all Secured Party's expenses, including reasonable attorney's fees, incurred to obtain, preserve, perfect, defend, and enforce this agreement or the Collateral and to collect or enforce the Obligation. These expenses will bear interest from the date of advance at the rate stated in the Obligation for matured, unpaid amounts and are payable on demand at the place where the Obligation is payable. These expenses and interest are part of the Obligation and are secured by this agreement.
3. Sign and deliver to Secured Party any documents or instruments that Secured Party considers necessary to obtain, maintain, and perfect this security interest in the Collateral.
4. Notify Secured Party immediately of any event of default and of any material change (a) in the Collateral, except those incurring in the ordinary course of business, (b) in Debtor's Mailing Address, (c) in the location of any Collateral, (d) in any other representation or warranty in this agreement, and (e) that may affect this security interest, and of any change (f) in Debtor's name and (g) of any location set forth above to another state.
5. Use the Collateral primarily according to the stated classification.
6. Maintain accurate records of the Collateral at the address set forth above; furnish Secured Party any requested information related to the Collateral; and permit Secured Party to inspect and copy all records relating to the Collateral.
7. Preserve the liability of all obligors on the Collateral and preserve the priority of all security for the Collateral.
8. On Secured Party's demand after default as defined herein, hold payments, including instruments, items, and money received as proceeds of the Collateral, separate and in an express trust for Secured Party and deposit all such payments received as proceeds of the Collateral in a special bank account designated by Secured Party, who alone will have power of withdrawal.
9. Inform Secured Party immediately of the rejection of property or a claim made in regard to any Collateral.
10. Cause each chattel paper in the Collateral to have only one original counterpart and, at the request of Secured Party after default as defined herein (a) immediately deliver to Secured Party all current and after-acquired chattel paper Collateral in Debtor's possession and either endorse it to Secured Party's order or give Secured Party appropriate executed powers, (b) obtain the acknowledgment of any other

person in possession of chattel paper Collateral of Secured Party's security interest in the Collateral, or (c) mark each chattel paper in the Collateral with a legend indicating that it is subject to a security interest under this agreement.

11. Promptly register any newly acquired or created patents, trademarks and copyrights (and any upgrades) of Debtor, and Debtor shall notify Secured Party of any such newly acquired or created intellectual property, to permit Secured Party to properly perfect as to the Collateral. Debtor covenants to timely file and pay all maintenance fees for Debtor's patents, trademarks and copyrights, to notify Secured Party of any infringement litigation, and to cooperate with Secured Party in protecting the rights and defending that litigation at Debtor's expense.

12. Execute and deliver such other instruments, powers of attorney, certificates and documents and take such other action from time to time, and without further consideration, as Secured Party may reasonably require in order to effectuate the intents and purposes of this Agreement.

C. Debtor agrees not to:

1. Sell, transfer, or encumber any of the Collateral, except in the ordinary course of Debtor's business or as permitted by this agreement; Debtor may write off obsolete or otherwise unusable inventory on its books, provided Debtor shall use its best efforts to maintain a three-month supply of inventory for each active customer of Debtor based upon the sales of such inventory items to such customer during the preceding 12-month period. So long as the Note is not in default, Debtor may make monetary distributions to its shareholders, provided that Debtor shall maintain a cash balance in its bank accounts in an aggregate amount not less than \$ [REDACTED]

2. Change its name or jurisdiction of organization, merge or consolidate with any person, or convert to a different entity without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the Collateral.

3. Modify any material agreement related to the Collateral, except in the ordinary course of business and consistent with past practices.

4. After an event of default hereunder, commingle the Collateral or any proceeds with any of Debtor's other funds or property.

D. Insurance and Risk of Loss

1. Debtor will insure the tangible property which is included in the Collateral in accordance and consistent with Debtor's historical practices regarding choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of Debtor, be endorsed to name Secured Party as an additional insured or as otherwise directed in writing by Secured Party, and provide that Secured Party will receive at least ten days' notice before cancellation. Debtor must provide copies of the policies or evidence of insurance to Secured Party.

2. Debtor assumes all risk of loss to the Collateral.

E. Default and Remedies:

1. A default exists if:

- a. Borrower (Obligor) is in default under the Obligation after taking into consideration any applicable notice and cure provision;
 - b. any warranty, covenant, or representation in this agreement or in any other written agreement between Secured Party and Debtor is materially false when made;
 - c. a receiver is appointed for Debtor or any Collateral;
 - d. any Collateral is assigned for the benefit of creditors;
 - e. a bankruptcy or insolvency proceeding is commenced by Debtor;
 - f. a bankruptcy or insolvency proceeding is commenced against Debtor, and the proceeding continues without dismissal for 60 days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered;
 - g. Debtor begins to wind up its affairs, or is authorized to wind up its affairs by its governing body or persons; or
 - h. Borrower (Obligor) is in material breach of the Pledge Agreement with Lender (Secured Party).
2. If a default exists, but not prior thereto, Secured Party may:
- a. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and/or adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party desires, or take control of any proceeds of the Collateral and apply the proceeds against the Obligation;
 - b. take possession of any Collateral not already in Secured Party's possession, without demand or legal process, and for that purpose Debtor grants Secured Party the right to enter any premises where the Collateral may be located;
 - c. without taking possession, sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with law;
 - d. exercise any rights and remedies granted by law or this agreement;
 - e. notify obligors on the Collateral to pay Secured Party directly and enforce Debtor's rights against such obligors; and
 - f. as Debtor's agent, make any endorsements in Debtor's name and on Debtor's behalf.

3. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this agreement. Secured Party may exercise all remedies at the same or different times, and no remedy is a defense to any other. Secured Party's rights and remedies include all those granted by law and/or equity and those specified in this agreement.

4. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any default does not waive any other default as defined herein. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.
5. Secured Party has no obligation to clean or otherwise prepare the Collateral for sale.
6. At any time after default as defined herein, Secured Party may contact obligors on the Collateral directly to verify information furnished by Debtor.
7. Secured Party has no obligation to collect any of the Collateral and is not liable for failure to collect any of the Collateral, for failure to preserve any rights pertaining to the Collateral, or for any act or omission on the part of Secured Party or Secured Party's officers, agents, or employees not constituting willful misconduct or gross negligence.
8. Secured Party has no obligation to satisfy the Obligation by attempting to collect the Obligation from any other person liable for it. Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligation. If Secured Party attempts to collect the Obligation from any other person liable for it or releases, modifies, or waives any collateral provided by any other person, that will not affect Secured Party's rights against Debtor. Debtor waives any right Debtor may have to require Secured Party to pursue any third person for any of the Obligation.
9. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.
10. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.
11. If Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser and received by Secured Party for application to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor will be credited with the proceeds of the sale.
12. If Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting the purchase price against the Obligation.
13. Secured Party has no obligation to marshal any assets in favor of Debtor or against or in payment of the Note, or any other obligation owed to Secured Party by Debtor or any other person.
14. If the Collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this agreement and/or by law will be presumed satisfied.

F. General


1. Secured Party may at any time:

- a. If the Note is in default, take control of proceeds of insurance on the Collateral and reduce any part of the Obligation accordingly or permit Debtor to use the funds to repair or replace the Collateral and
 - b. purchase single-interest insurance coverage that will protect only Secured Party if Debtor fails to maintain insurance as required herein, and premiums for the insurance will become part of the Obligation.
2. Notice is reasonable if it is mailed, postage prepaid, to Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.
3. This security interest will neither affect nor be affected by any other security for any of the Obligation, except as otherwise provided by Section V.2(a) of the Pledge Agreement. Neither extensions of any of the Obligation nor releases of any of the Collateral will affect the priority or validity of this security interest.
4. This agreement binds, benefits, and may be enforced by the successors in interest of Secured Party and will bind all persons who become bound as debtors to this agreement. Assignment of any part of the Obligation and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If such an assignment is made, Debtor will render performance under this agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses, or setoffs that Debtor could assert against Secured Party except defenses that cannot be waived. All representations, warranties, and obligations are joint and several as to each Debtor.
5. This agreement may be amended only by an instrument in writing signed by Secured Party and Debtor.
6. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions of this Agreement unenforceable or invalid. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms, and the provision held to be void, illegal or unenforceable shall be limited so that it shall remain in effect to the extent permissible by law.
7. This agreement will be construed according to Texas law, without regard to choice-of-law rules of any jurisdiction. This agreement is to be performed in Collin County, Texas.
8. Interest on the Obligation secured by this agreement will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the Obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Obligation or, if the principal of the Obligation has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the Obligation (except it shall be read in harmony with Section 11 of the Obligation).
9. In no event may this agreement create a lien prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.

EXECUTED as of the 21st day of December 2018.

DEBTOR:

BIO ORTHOTICS INTERNATIONAL, INC.

By: 
Kevin Sharples,
President