

### Copyright Notice

**Copyright Notice:** All rights reserved re common-law copyright of trade-name/trademark, JANET MARIE NOORTHOEK<sup>®</sup> - as well as any and all derivatives and variations in the spelling of said trade-name/trademark - Copyright<sup>®</sup> 1973 by Janet Marie Noorthoek. Said trade-name/trademark, JANET MARIE NOORTHOEK<sup>®</sup>, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Janet Marie Noorthoek subscribed with the red-ink signature of Janet Marie Noorthoek, hereinafter "Secured Party".

**With the intent of being contractually bound**, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivation of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JANET MARIE NOORTHOEK<sup>®</sup> and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. "JANET MARIE NOORTHOEK", nor any derivative of, nor any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "JANET MARIE NOORTHOEK", in HOLD-Harmless and Indemnity Agreement No. JMN-033073-HHIA dated the Thirtieth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose and cause whatsoever. **Self-executing Contract/ Security Agreement in Event of Unauthorized Use:** By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User", consent and agree that any use of JANET MARIE NOORTHOEK<sup>®</sup> other than authorized use as set forth above constitutes unauthorized use of Secured Party's copyrighted property, contractually binds User, this Notice by Declaration becomes a Security Agreement wherein User is debtor and Janet Marie Noorthoek is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's property and rights in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use, plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of JANET MARIE NOORTHOEK<sup>®</sup>; (2) authenticates this Security Agreement wherein User is debtor and Janet Marie Noorthoek is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents and general intangibles, and all User's rights in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and Janet Marie Noorthoek is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in property pledged as collateral in this Security Agreement described above in paragraph "(2)", until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)", as well as in paragraph "(4)", and the filing of any Security Agreement, as described above in paragraph "(2)", in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms", with full