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Form PTO-1595

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pure Energy Corporation

7.22.02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Execution Date: 6/27/02

2. Name and address of receiving party(ies)

Name: Dorsey & Whitney LLP

Internal Address: _____

Street Address: 250 Park Avenue

City: New York State: NY Zip: 10177

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 06/017,369; 06/306,184

06/074,445; 06/183,524; 06/190,427;

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert P. Wessely

Internal Address: Dorsey & Whitney LLP

Street Address: 250 Park Avenue

City: New York State: NY Zip: 10177

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

IRSHAD AHMED

Name of Person Signing

Signature

June 27, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/26/2002 TBIAZI

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200.00 DP

PATENT
REEL: 013118 FRAME: 0474

Confirmation of Grant of Security Interest

This will confirm that, pursuant to a General Security Agreement (hereinafter referred to the "*Agreement*") dated as of June 27, 2002, attached as Schedule A hereto, between Pure Energy Corporation (hereinafter referred to as the "*Company*"), whose full post office address is 61 South Paramus Road, Paramus, New Jersey 07652, and Dorsey & Whitney LLP (hereinafter referred to as the "*Secured Party*"), whose full post office address is 250 Park Avenue, New York, New York 10177, the Company has granted the Secured Party a security interest, lien, and charge in all of the Company's right, title, and interest in and to the intellectual property listed in Schedule B attached hereto, free of all prior liens, encumbrances, and charges, including, without limitation, the patents and patent applications listed therein, and in and to any patents which issue therefrom, the same to be held and enjoyed by the Secured Party, strictly subject to the terms of the Agreement.

EXECUTED this 27th day of June, 2002.

PURE ENERGY CORPORATION

By: Irshad Ahmed

Name: **IRSHAD AHMED**

Title: **PRESIDENT**

Patent – Security Interest

SCHEDULE A

General Security Agreement

Pure Energy Corporation

SECURITY AGREEMENT

SECURITY AGREEMENT (this "*Agreement*"), dated as of May 1, 2002, between Pure Energy Corporation, a Delaware corporation (the "*Company*"), and Dorsey & Whitney LLP, a Minnesota limited liability partnership (the "*Secured Party*").

WHEREAS, the Secured Party is a law firm which has provided, and continues to provide, legal services to the Company in connection with various matters, as general outside counsel to the Company

WHEREAS, the Company currently owes to the Secured Party, in connection with the aforesaid legal services, legal fees and disbursements in an amount in excess of \$150,000; and

WHEREAS, in consideration of the aforesaid legal fees and disbursements, which are currently due and owing, and in order to induce the Secured Party to forebear on enforcing its current claim for such fees and disbursements and to continue to provide legal services to the Company, the Company is willing to grant to the Secured Party a security interest in the hereinafter-described collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company agrees for the benefit of the Secured Party as follows:

1. Secured Obligations; Other Defined Terms. For purposes hereof, the terms "*Secured Obligations*" shall mean all amounts, in the nature of legal fees, reimbursement for disbursements or otherwise, now or from time to time hereafter owing by the Company to the

Secured Party in connection with legal services which have currently been or from time to time hereafter are provided by the Secured Party to the Company. Other terms used but not otherwise defined herein shall have the meanings specified for such terms in the Uniform Commercial Code as in effect from time to time in the State of New York.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Company hereby assigns, transfers and grants to the Secured Party and hereby creates in favor of the Secured Party a continuing lien on and security interest of first priority in all of the right, title and interest of the Collateral in, to and under all of property of the Company described in Schedule I attached hereto and made a part hereof, whether now existing or hereafter from time to time acquired (collectively, the "*Collateral*").

3. Warranties of the Company. The Company hereby represents and warrants to the Secured Party as follows:

(a) Authority. The Company has full power and authority to execute this Agreement, to perform the Company's obligations hereunder and to subject the Collateral to the security interest created hereby.

(b) Execution and Binding Effect. This Agreement has been or will be duly and validly executed and delivered by the Company, and constitutes or, when executed and delivered, will constitute, the legal, valid and binding obligations of the Company enforceable in accordance its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting creditors' rights generally and by general principles of equity.

(c) Absence of Conflicts. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated and the performance of or compliance with the terms and conditions hereof and thereof and by the Company will not (a) conflict with or result in a breach of or a default under the organizational documents of the Company or any material agreement or instrument to which the Company is a party or by which the Company or its properties are bound; (b) result in the creation or imposition of any lien upon any property (now owned or hereafter acquired) of the Company except as otherwise contemplated by this Agreement; or (c) require any consent or approval other than those already obtained.

(d) Collateral. The Company is the owner of the Collateral, free and clear of all liens, claims, encumbrances and security interests.

4. Obligations of the Company. During the term of this Agreement, the Company shall comply with each of the following covenants and commitments:

(a) Disposition of Collateral. The Company will not sell, lease, pledge or otherwise dispose of or encumber the Collateral except with the prior written consent of the Secured Party.

(b) Collection. To the extent received by the Company, the Company will hold the Collateral (and any proceeds of the collection thereof) in trust for the Secured Party, and will not commingle the same with any other funds or property of the Company, and will deliver the same forthwith to the Secured Party. All proceeds of Collateral received by the Secured Party shall be applied against the Secured Obligations in such order and at such times as the Secured Party shall determine whether or not due. The Company agrees that the Secured Party may, at its option, directly notify the obligors

with respect to any Collateral to make payments with respect thereto directly to the Secured Party.

(c) Records and Inspections. The Company will keep accurate books, records and accounts with respect to the Collateral and will make the same available to the Secured Party at the Secured Party's reasonable request for examination.

(d) Maintenance of Security Interest. The Company hereby authorizes the Secured Party to file one or more financing statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Collateral without the signature of the Company where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. The Company will at any time or times hereafter execute such financing statements, in addition to those executed by Secured Party pursuant to the first sentence of this paragraph, and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid security interest in the Collateral, and will pay all costs of filing and recording.

5. Default

(a) Events of Default. The occurrence of any of the following events shall constitute a default ("*Event of Default*") under this Agreement: (i) the Company shall fail to observe or perform in any material respect any of the covenants or agreements binding on the Company under this Agreement; or (ii) the Company shall not have paid in full all Secured Obligations then invoiced by the Secured Party to the Company within the time

agreed upon from time to time by the Company and the Secured Party, including, without limitation, the payment in full of the Secured Obligations upon the receipt by the Company of any new debt or equity financing.

(b) Remedies. Upon the occurrence of an Event of Default, the Secured Party shall have all of the rights and remedies of a secured party under the provisions of the Uniform Commercial Code as in effect in the State of New York. Until the occurrence and continuance of an Event of Default, notwithstanding anything else herein to the contrary, the Company may exercise all of its rights, powers, privileges and remedies under the Collateral.

6. Miscellaneous.

(a) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

(b) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(d) Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay on the part of the Secured Party in the exercise of any right or remedy under this Agreement shall operate as a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy under this Agreement shall preclude other or further exercise thereof or the exercise of any other right or remedy. No waiver by the Secured Party of any right or remedy under this Agreement shall be deemed to be or construed as a further or continuing waiver of such right or remedy or as a waiver of any other right or remedy.

(e) Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

The Company:

Pure Energy Corporation

22391 Gilberto, Suite A

Rancho Santa Margarita, CA 92688

Facsimile: (949) 858-5011

Attn: Mr. Scott Dunlop

The Secured Party:

Dorsey & Whitney LLP

250 Park Avenue

New York, NY 10177

Facsimile: 212-953-7201

Attn: Robert P. Wessely, Esq.

Either party may change the address set forth above by notice to the other party given as provided herein.

(f) Headings. The headings and any table of contents contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(g) Governing Law. **ALL MATTERS RELATING TO THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

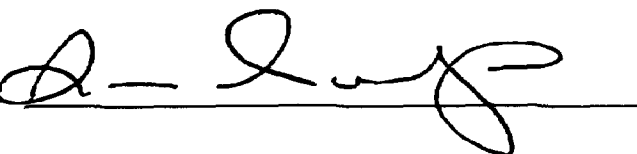
(h) Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities of any nature whatsoever.

(i) Remedies Cumulative. All rights and remedies of the Secured Party under this Agreement are cumulative and are in addition to, but not in limitation of, any rights or remedies which it may have under applicable law.

7. Independent Legal Representation. The Company acknowledges that it does not expect the Secured Party to exercise professional judgment for the protection of the Company in connection with this Agreement and that the Secured Party is not exercising such judgment. The Company is hereby advised that independent legal representation is appropriate in connection with this Agreement. The Company specifically agrees and represents that this Agreement is made on its sole judgment, belief and knowledge, and with the advice of such legal counsel as it may have elected to retain for purposes hereof. The Company is not relying on any representations or statements made, or legal advice given, by the Secured Party in connection with this Agreement.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed by their duly authorized representatives as of the date first set forth above.

PURE ENERGY CORPORATION

By 

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Name: Scott Dunlop

Title: President

DORSEY & WHITNEY LLP

By: 

Name: Robert P. Wessely

Title: Partner

SCHEDULE I

DESCRIPTION OF COLLATERAL

The Collateral shall consist of all assets and properties now owned or hereafter acquired by the Company, including, without limitation, the following:

- (a) All equipment (consisting of machinery, furniture, fixtures and vehicles) now owned or hereafter at any time acquired by the Company or in which the Company has or obtains rights, together with all repairs, improvements, attachments, renewals, additions and accessions thereto, substitutions and replacements therefor at any time hereafter made or acquired and all guaranties, claims, rights, remedies and privileges relating to any of the foregoing;
- (b) All accounts receivable of the Company;
- (c) All customer contracts and other contract rights;
- (d) All patents, trademarks, tradenames, copyrights, computer programs, data bases, know-how and other intangible property rights; and
- (e) All proceeds of all of the foregoing.

Exhibit B
Intellectual Property

Patent No	Issued	Title
0006017369	012500	DIESEL FUEL COMPOSITION
0006074445	061300	POLYMERIC FUEL ADDITIVE AND METHOD OF MAKING THE SAME, AND FUEL CONTAINING
0006183524	020601	POLYMERIC FUEL ADDITIVE AND METHOD OF MAKING THE SAME, AND FUEL CONTAINING
0006190427	022001	DIESEL FUEL COMPOSITION
0006306184	102301	DIESEL FUEL COMPOSITION

