

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Donald R May	07/15/2008

RECEIVING PARTY DATA

Name:	Earth Contact Products, LLC
Street Address:	15612 S. Keeler Terrace
City:	Olathe
State/Country:	KANSAS
Postal Code:	66062

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	6659692
Patent Number:	6872031
Patent Number:	7044686
Patent Number:	6193442
Patent Number:	D468842
Patent Number:	7195426

CORRESPONDENCE DATA

Fax Number: (913)469-8182

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 913-469-4100

Email: jwg@paynejones.com

Correspondent Name: Jon W. Gilchrist

Address Line 1: 11000 King Street

Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:

15634.001

PATENT

REEL: 021266 FRAME: 0209

500598529

OP \$240.00 6659692

NAME OF SUBMITTER:

Jon W. Gilchrist

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT is made this 15<sup>th</sup> day of July, 2008, by and between **DONALD R. MAY**, of 25662 South Brentwood Drive, Sun Lakes, Arizona 85248, and **MARKETING AGENTS AND CONSULTANTS, LLC**, an Arizona limited liability company having an address of 25662 South Brentwood Drive, Sun Lakes, Arizona 85248 (hereinafter referred to jointly as the "Grantor") and **EARTH CONTACT PRODUCTS, LLC**, a Kansas limited liability company having an address of 15612 S. Keeler Terrace, Olathe, Kansas 66062 (hereinafter referred to as "Grantee").

### RECITALS

WHEREAS, Grantor owns certain patents and trademarks identified on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Intellectual Property"); and

WHEREAS, Grantee is purchasing the Intellectual Property from Grantor pursuant to the Contract for Assignment of Patents and Trademarks between the parties hereto and executed simultaneously with this Agreement (the "Contract for Assignment"); and

WHEREAS, pursuant to the Contract for Assignment, Grantor has given Grantee a security interest in the Intellectual Property; and

WHEREAS, Grantee desires to have Grantee's lien and security interest in the Intellectual Property confirmed by a document identifying that security interest and in such form as may be recorded in the United States Patent and Trademark Office.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### ARTICLE ONE.

#### ASSIGNMENT

In consideration of Ten Dollars (\$10.00) and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged by Grantor, and to secure the above-described obligations, Grantor does now collaterally assign and grant to Grantee a lien and security interest in:

A. All of Grantor's right, title, and interest in and to (i) the United States Letters Patent and the inventions described and claimed in the same set forth on the attached Schedule A and any future patents (collectively, the "patents"); (ii) the applications for Letters Patent and the inventions described and claimed in the same set forth on the attached Schedule A and any United States Letters Patent that may be issued on any of those applications and any future patent applications (collectively, the "applications"); (iii) any reissue, extension, division, or continuation of the Patents or the Applications (such reissues, extensions, divisions, and continuations referred to collectively in this agreement as the "reissued patents"); (iv) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the patents; and (v)

proceeds of any and all of the foregoing (the patents, applications, reissued patents, and royalties and proceeds referred to collectively in this agreement as the "patent rights");

B. All of Grantor's right, title and interest in and to (i) United States Registered Trademarks set forth on Exhibit "A", (ii) any reissue, extension, division, or continuation of the Trademarks (such reissues, extensions, divisions, and continuations referred to collectively in this agreement as the "reissued trademarks"); (iv) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the trademarks; and (v) proceeds of any and all of the foregoing (the trademarks, applications, reissued trademarks, and royalties and proceeds referred to collectively in this agreement as the "trademark rights");

B. All rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the patent rights and/or trademark rights (such rights, interest, claims, and demands referred to in this agreement as the "claims") (the patent rights, trademark rights and claims collectively referred to as the "collateral").

## ARTICLE TWO.

### GRANTOR'S WARRANTY

Grantor warrants and represents to Grantee that:

A. Grantor is the true and lawful exclusive owner of the patent rights and trademark rights set forth on Schedule A, including all rights and interests granted in this agreement;

B. The collateral is valid and enforceable;

C. Grantor has full power and authority to execute and deliver this agreement;

D. Grantor has no notice of any suits or actions commenced or threatened against Grantor, or notice of claims asserted or threatened against Grantor, with reference to the patent rights or trademark rights and the interests granted in this agreement; and

E. The patent rights, trademark rights and all interests granted in this agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

## ARTICLE THREE.

### GRANTOR'S FURTHER COVENANTS

Grantor further covenants that Grantor will:

A. Not enter into any agreement(s) other than with Grantee including, but not limited to, license agreements, which are inconsistent with the Contract for Assignment; and

B. Maintain the collateral in full force and effect.

## ARTICLE FOUR.

### USE OF PATENT RIGHTS; LICENSES

So long as this patent security agreement is in effect and so long as Grantor has not received notice from Grantee that an event of default has occurred under the Contract for Assignment and that Grantee has elected to exercise its rights under this agreement, Grantor shall continue to have the exclusive right to use the patent rights, trademark rights and grant licenses with respect to the same as described in this security agreement subject to the Contract for Assignment.

#### ARTICLE FIVE.

#### RESTRICTIONS ON SALE OR FURTHER ENCUMBRANCE

Grantor agrees not to sell, assign, or further encumber Grantor's rights and interests in the collateral without prior written consent of Grantee.

#### ARTICLE SIX.

#### GRANTEE'S RIGHTS ON DEFAULT

If an event of default shall occur under the Contract for Assignment, Grantee, as the holder of a security interest under the Uniform Commercial Code as now or later in effect in any applicable jurisdiction, may take such action as is permitted by law or equity, in Grantee's sole discretion, to foreclose on or otherwise realize on the patent collateral covered by this agreement. For those purposes, Grantor authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in Grantee's sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on and file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the collateral or to grant or issue any exclusive or nonexclusive license under the patent collateral to any other person or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the collateral to any other person. Grantor ratifies all that attorney shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney shall be irrevocable for the life of this security agreement.

#### ARTICLE SEVEN.

#### FILING OF DOCUMENTS WITH PATENT AND TRADEMARK OFFICE

Grantor shall at Grantor's own expense, to the extent Grantor deems it necessary, diligently file and prosecute all patent applications relating to the inventions described and claimed in the collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection with such applications, and shall not abandon any such application before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any patent or trademark without the prior written consent of Grantee. Grantor shall not abandon any collateral without the prior written consent of Grantee, which consent shall not to be unreasonably withheld.

ARTICLE EIGHT.

FEES, COSTS AND EXPENSES

Any and all fees, costs, and expenses, including reasonable attorney fees and expenses incurred by Grantee in connection with the preparation, modification, enforcement, or termination of this security agreement and all other documents relating to this agreement and to the consummation of this transaction, the filing and recording of any documents in public offices, shall be paid by Grantee.

ARTICLE NINE.

SUIT TO ENFORCE PATENT COLLATERAL

Grantor shall have the right, with the prior written consent of Grantee, which consent shall not be unreasonably withheld, to bring suit in Grantor's own name to enforce the collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to the suit if Grantee is satisfied that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, on demand, reimburse and indemnify, defend, and hold Grantee harmless from all damages, costs, and expenses, including reasonable attorney fees, incurred by Grantee pursuant to this Article Nine and all other actions and conduct of Grantor with respect to the patent rights and/or trademark rights during the term of this security agreement.

ARTICLE TEN.

MODIFICATION; WAIVER

No modification or waiver of any provisions set forth in this patent security agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

ARTICLE ELEVEN.

EXPENSES INCURRED IN PROTECTING PATENT COLLATERAL

If Grantor fails to comply with any of Grantor's understandings and covenants under this agreement, Grantee may, at Grantee's sole option, do so in Grantee's name, but at Grantor's expense. Grantor agrees to reimburse Grantee in full for all expenses, including reasonable attorney fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the collateral.

ARTICLE TWELVE.

TERMINATION OF GRANTEE'S INTERESTS IN PATENT  
COLLATERAL

On full and unconditional satisfaction of all Grantee's obligations to Grantor, Grantee shall execute and deliver all documents reasonably necessary to terminate Grantee's interests in the patent collateral. Should Grantee be in default under the terms of the Contract for Assignment and the Escrow Agent identified therein redeliver the Assignment of Intellectual Property as identified therein back to Grantor, then this security agreement shall terminate and Grantee shall deliver to Grantor any documentation reasonably necessary to terminate this security agreement.

ARTICLE THIRTEEN.

RECORDATION OF AGREEMENT

Grantor acknowledges and agrees that this security agreement shall be recorded in the United States Patent and Trademark Office.

ARTICLE FOURTEEN.

PARTIES BOUND

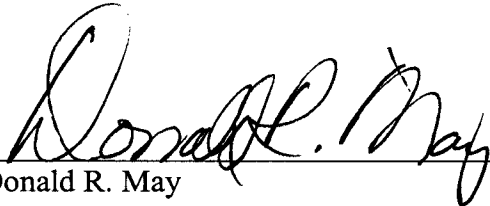
This agreement shall be binding on Grantor, Grantor's heirs, successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

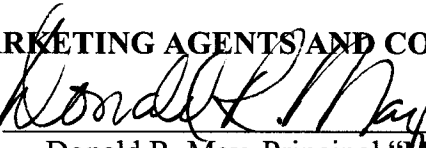
ARTICLE FIFTEEN.

GOVERNING LAW


This agreement shall be governed by and construed in accordance with the laws of Kansas.

IN WITNESS WHEREOF, the parties have hereunder set their names the date and year first above written.

  
Donald R. May

**MARKETING AGENTS AND CONSULTANTS, LLC**  
By:   
Donald R. May, Principal "Member"

"Grantor"

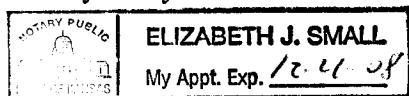
**EARTH CONTACT PRODUCTS, LLC**  
By:   
Brad C. Mitchell, Managing Member

"Grantee"

STATE OF Kansas )  
 ) ss:  
COUNTY OF Johnson )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of July, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Donald R. May, individually, and as the Principal "Member" of Marketing Agents and Consultants, LLC, an Arizona limited liability company who is personally known to me to be the identical person who signed the above and foregoing document, and acknowledged to me that he signed the same freely and voluntarily and knew the purpose for which said instrument was to be used.

IN TESTIMONY WHEREOF, I have hereunto affixed my notarial seal and signature the day and year last above written.



Elizabeth J. Small  
NOTARY PUBLIC

My appointment expires:  
12-21-2008

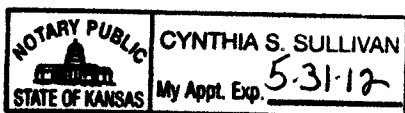
STATE OF KANSAS )  
 ) ss:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of July, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad C. Mitchell, Managing Member of Earth Contact Products, LLC, a Kansas limited liability company who is personally known to me to be the identical person who signed the above and foregoing Assignment of Patent, and acknowledged to me that he signed the same freely and voluntarily and knew the purpose for which said instrument was to be used.

IN TESTIMONY WHEREOF, I have hereunto affixed my notarial seal and signature the day and year last above written.

Cynthia S. Sullivan  
NOTARY PUBLIC

My appointment expires:  
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## **Exhibit "A"**

### **PATENTS:**

US Patent Number 6659692 B1 issued Dec. 9, 2003

US Patent Number 6872031 B2 issued Mar. 29, 2005

US Patent Number 7044686 B2 issued May 16, 2006

The above patents are essentially only one patent, as the modifications to the patents were given new numbers as it was re-issued.

US Patent Number 6193442 B1 issued Feb 27, 2001

US Patent Number D468842 S issued Jan. 14, 2003 (Inertia Sleeve)

US Patent Number 7195426 B2 issued Mar. 27, 2007 (Uplift Bracket)

### **TRADEMARKS**

PRO Steel Piers	Reg. Number 2792894	issued Dec. 9, 2003
Hercules Steel Piers	Reg. Number 2863568	issued July 13, 2004
PRO Power Steel Piers	Reg. Number 2572217	issued May 21, 2002
Earth Contact Products	Reg. Number 2434932	issued May 13, 2001
Torque Anchors	Reg. Number 2523285	issued Dec. 25, 2001