

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
Henry K Obermeyer	09/10/2010

RECEIVING PARTY DATA

Name:	Points West Community Bank
Street Address:	8100 6th Street
Internal Address:	PO Box 807
City:	Wellington
State/Country:	COLORADO
Postal Code:	80549

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12335346
Patent Number:	7422392
Patent Number:	7114879
Patent Number:	6196763
Patent Number:	5948501
Patent Number:	5713699
Patent Number:	5709502
Patent Number:	5642963
Patent Number:	5538360
Patent Number:	5092707
PCT Number:	US9613633

CORRESPONDENCE DATA

Fax Number: (970)492-0003

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

OP \$440.00 12335346

501287712

PATENT
REEL: 024964 FRAME: 0883

Phone: (970)492-0000
Email: crmiles@crmiles.com
Correspondent Name: CR MILES P.C.
Address Line 1: 405 Mason Court, Suite 119
Address Line 4: Fort Collins, COLORADO 80524

ATTORNEY DOCKET NUMBER:

330-00

NAME OF SUBMITTER:

Craig Miles

Total Attachments: 2

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DEBTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	LOAN DESCRIPTION
Obernayer Hydro Accessories, Inc., a Delaware corporation and Henry K. Obernayer 303 West County Road 74 Wellington, CO 80549	POINTS WEST COMMUNITY BANK 8100 6TH ST PO BOX 807 WELLINGTON, CO 80549	Number <u>90483</u> Amount \$ <u>2,153,300.00</u> Date <u>09-10-2010</u>

☐ Refer to the attached Signature Addendum, incorporated herein, for additional Debtors and their signatures.

COMMERCIAL SECURITY AGREEMENT

This Commercial Security Agreement (Security Agreement) is an Addendum to a Commercial Loan Agreement, dated 09-10-2010, (Loan Agreement) between Obernayer Hydro Accessories, Inc., a Delaware corporation and Henry K. Obernayer (Borrower) and Lender. This Security Agreement is further governed by the terms of the Loan Agreement, where applicable. References in this Addendum to terms defined in the Loan Agreement shall have the definitions given to them in the Loan Agreement, unless otherwise indicated. Debtor and Borrower may be the same. Where Borrower and Debtor are not the same, Debtor means the owner of the Property subject to this Security Agreement and Borrower means the obligor on the Loan Agreement.

SECURED DEBTS. This Security Agreement will secure the following debts (Secured Debts), together with all extensions, renewals, refinancings, modifications, and replacements of the Secured Debts:

- (1) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of the Loan Agreement or this Security Agreement.
 (2) Specific Debts. Debts created by the following instruments or agreements (include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.):
 \$2,153,300.00 Note dated 09-10-2010 to Obernayer Hydro Accessories, Inc. and Henry K. Obernayer.

- ☒ (3) All Debts. Notice - The Property may also serve as collateral for future advances. All present and future debts from Borrower to Lender, even if this Security Agreement is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs the Loan Agreement as Borrower, Debtor agrees that this Security Agreement will secure debts incurred by any Borrower either individually or with others who may not sign the Loan Agreement. Nothing in this Security Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing pursuant to the terms of the Loan Agreement.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Lender a security interest in all of the Property described in this Security Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Security Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Lender is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ **Accounts and Other Rights to Payments:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Lender, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☒ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations. North Dakota only - This Security Agreement covers crops now growing. This Security Agreement also covers future crops to be grown in the current year or any year hereafter.
- ☒ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☒ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☒ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ **Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):
 303 West County Road 74, Wellington, CO 80549.

See attached "Equipment List"

See attached "Patent List"

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

☐ **ADDITIONAL TERMS:** (include additional Security Agreement terms and contract requirements).

Debtor Type: ☐ Individual ☐ Partnership ☒ Corporation ☐ _____ State of Registration (if applicable) DE

SIGNATURES. By signing under seal, Debtor agrees to all the terms and conditions beginning on page 1 through the bottom of page 2 of this Agreement. Debtor acknowledges receipt of a copy of this Security Agreement.

DEBTOR:
Obernayer Hydro Accessories, Inc., a Delaware corporation and Henry K. Obernayer
 Entity Name
 Signature [Signature] Date 9/10/2010 (Seal)
 Signature Henry K. Obernayer, President Date 9/10/2010 (Seal)
 Signature Henry K. Obernayer, Individually Date _____ (Seal)
LENDER:
POINTS WEST COMMUNITY BANK
 Entity Name
 Signature [Signature] Date 9.10.10 (Seal)
 Signature TOM GILLESPIE Date _____ (Seal)

COMMERCIAL SECURITY AGREEMENT: to be used with Form COMM-AGREE
 EX-99 © 1999 Bankers Systems, Inc., St. Cloud, MN Form COMM-ADD-SA 5/16/2002

NOT TO BE USED FOR LOANS SUBJECT TO CONSUMER LENDING LAWS
 (page 1 of 2)

PATENT LIST

**RE: HENRY K. OBERMEYER
And
OBERMEYER HYDRO ACCESSORIES, INC.**

1. U.S. Patent No. 7422392, "Water Control Structure"; issued 9/9/2008;
2. U.S. Patent No. 7114879, "Water Control Gate and Actuator Therefore"; issued 10/3/2006;
3. U.S. Patent No. 6196763, "Connection System for Hoses, Expansion Joints and Actuators"; issued 3/6/2001;
4. U.S. Patent No. 5948501; "Composite to Metal Structural Connection"; issued 9/7/1999;
5. U.S. Patent No. 5713699; "Spillway Crest Gate System and Inflatable Bladder Therefor"; issued 2/3/1998;
6. U.S. Patent No. 5709502; "Connection System for Reinforced Composite Structures"; issued 1/20/1998;
7. U.S. Patent No. 5642963; "Spillway Gate System"; issued 7/1/1997;
8. U.S. Patent No. 5538360; "Crest Gate Operating System" a/k/a "Improvements to Crest Gate Operating"; issued 7/23/1996;
9. U.S. Patent No. 5092707; "Crest Gate Operating System" issued 3/3/1992.

Related Patent Applications:

1. U.S. Patent Application No. 12/335,346, "Water Control Apparatus"; filed 12/15/2008;
2. PCT Application No. PCT/US96/13633, "Connection System for Reinforced Composite Structures; filed 8/21/1996; national phase applications have been filed in Canada, China, Europe, Japan, Korea, and possibly Mexico.