

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Patent for security
CONVEYING PARTY DATA	
Name	Execution Date
03 Zone Co., Inc.	02/03/2011
RECEIVING PARTY DATA	
Name:	The Bank of Commerce
Street Address:	1455 Northgate Mile
City:	Idaho Falls
State/Country:	IDAHO
Postal Code:	83401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7138145
CORRESPONDENCE DATA	
Fax Number:	(208)523-7254
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(208) 522-3001
Email:	bttucker@nhptlaw.net
Correspondent Name:	Brian T. Tucker
Address Line 1:	P.O. Box 51630
Address Line 4:	Idaho Falls, IDAHO 83405
ATTORNEY DOCKET NUMBER:	0260.563
NAME OF SUBMITTER:	Brian T. Tucker
Total Attachments: 2 source=assignment.patent.security#page1.tif source=assignment.patent.security#page2.tif	

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PATENT
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ASSIGNMENT OF PATENT FOR SECURITY

This Assignment, made this 3rd day of February, 2011, by and between 03 Zone Co., Inc., an Idaho corporation ("Assignors" herein) and The Bank of Commerce, an Idaho Banking Corporation ("Assignee" herein).

RECITALS

WHEREAS the Assignor is the current owner/assignee of Patent No. US 7,138,145 B2 ("Patent" herein) dealing with the Method and Apparatus for Ozonation of Grain.

WHEREAS the Assignors have applied to Assignee to obtain a loan and have offered the Patent as collateral for said loan;

WHEREAS, The Assignee has agreed to loan money to the Assignor which will be secured by various collateral including but not limited to the Patent.

AGREEMENT

NOW THEREFORE, for a good and valuable consideration, the amount and legal sufficiency of which is hereby acknowledged, and is an inducement to the Assignee to make the loan, the Assignor does hereby agree as follows:

1. **Assignment.** That the Assignor herein has assigned, set over, transferred, and conveyed, and does hereby assign, set over, transfer, and convey unto the Assignee, all of the Assignor's right, title, and interest in and to the Patent.
2. **Assignment for Security.** That this Assignment shall be as security for the performance of the terms and conditions by the Assignor or any related persons or entities as set forth in the Note, Security Agreement, Guaranty Agreement, or other Agreement entered into with the Assignee. That this Assignment shall further be and shall stand as security for any renewal or extension thereof, and for any further advance or extension of credit during the term of the Agreement as herein assigned.
3. **Right to Reassign.** That the Assignee herein on this Assignment for Security being effective and the Assignment being exercised by the Assignee, shall have the right and power to reassign such agreement to another person, firm, or corporation and the discretion of the Assignee.
4. **Covenant of Assignor.** That the Assignor agrees, covenants, represents to the Assignee a follows:
 - a. That the Assignor is the sole owner/assignee of the Patent and has authority to grant this assignment.
 - b. That all terms and conditions of the Patent are current, and there are no defaults or delinquencies thereunder.

- c. That Assignor will be responsible for any maintenance or any other requirements to keep the Patent valid and enforceable. If any such action requires Assignee's involvement, Assignor will request Assignee's assistance in writing.
 - d. Assignor authorizes the Assignee or its designated agent to file an Assignment of the Patent with the United States Patent Office.
 - e. Assignor authorizes Assignee or its agent to file assignment document(s) or other documents as it deems necessary to perfect this assignment.
 - f. Assignor agrees to cooperate and execute any additional documents deemed necessary by Assignee to carry out the intent of this agreement.
5. **No Assumption by Assignee.** Assignee shall not be liable in any way for any of the obligations, agreements, or covenants made and assumed by the Assignor under the Patent.
6. **Release of Assignment.** That this Assignment is for security, and upon the payment in full of the obligation which this secures and any and all other obligations and agreements undertaken by the Assignor herein to the Assignee, this Agreement shall be null and void and of no further affect, and Assignee shall reassign and release this Security Assignment. However, this Assignment shall remain valid unless and until Assignee shall reassign the Patent by filing appropriate assignment document with the United States Patent Office. This Security Assignment shall be valid unless and until it has been released in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year first written above.

03 ZONE CO., INC.

By: Carl B. Taylor
Carl B. Taylor, Director

By: Roland N. Walker
Roland N. Walker, Director

Accepted by:

THE BANK OF COMMERCE

By: Nolan C. Lep
Its:

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