

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3212562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GINJOINT, LLC	07/08/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	POUR ONE LLC	
<b>Street Address:</b>	26 LONE CACTUS DRIVE	
<b>Internal Address:</b>	#100	
<b>City:</b>	PHOENIX	
<b>State/Country:</b>	ARIZONA	
<b>Postal Code:</b>	85027	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7190278	
Patent Number:	7573395	
Patent Number:	7088258	
Patent Number:	7109863	
Patent Number:	7598883	
Patent Number:	D513419	
Patent Number:	D542354	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(480)907-3003	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	4803276650	
<b>Email:</b>	trademark@weissbrown.com	
<b>Correspondent Name:</b>	SCOTT WEISS	
<b>Address Line 1:</b>	6263 N SCOTTSDALE RD STE 340	
<b>Address Line 4:</b>	SCOTTSDALE, ARIZONA 85250	
<b>ATTORNEY DOCKET NUMBER:</b>	1587.0001	
<b>NAME OF SUBMITTER:</b>	SCOTT K. WEISS	
<b>SIGNATURE:</b>	/Scott K. Weiss/	

DATE SIGNED:	02/04/2015
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**Total Attachments: 14**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of July 8, 2014 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by GinJoint, LLC, a Delaware limited liability company ("**Grantor**" or "**GinJoint**"), in favor of Pour One, LLC, an Arizona limited liability company (the "**Secured Party**").

### RECITALS

WHEREAS, on the date hereof, Grantor, the Secured Party and others have entered into an Asset Purchase Agreement (the "**Purchase Agreement**"), whereby Grantor has purchased substantially all of the assets of the Secured Party (the "**Purchased Assets**");

WHEREAS, pursuant to the Purchase Agreement, Grantor has issued a Promissory Note (the "**Note**") in the original principal amount of \$2,000,659.46, as adjusted from time to time pursuant to the terms of the Purchase Agreement, payable to the Secured Party. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Note;

WHEREAS, as required by the Note, this Agreement is given by Grantor in favor of the Secured Party to secure the payment and performance of all of the Secured Obligations; and

WHEREAS, it is a condition of the Note that Grantor execute and deliver this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### 1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms shall have the following meanings:

**"Collateral"** has the meaning set forth in *Section 2*.

**"Event of Default"** has the meaning set forth in the Note.

**"First Priority"** means, with respect to any lien and security interest purported to be created in any Collateral pursuant to this Agreement, such lien and security interest is the most senior lien to which such Collateral is subject.

**"Proceeds"** means "proceeds" as such term is defined in section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto to the extent provided in Section 2(b) below.

**"Secured Obligations"** has the meaning set forth in *Section 2*.

**"UCC"** means the Uniform Commercial Code as in effect from time to time in the State of Illinois or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Grant of Security Interest. To secure the payment and performance of Grantor's obligations pursuant to the Note, Grantor hereby assigns, transfers, and conveys to Secured Party, and grants to Secured Party a security interest in, all of the following property (as defined, whenever applicable, under the UCC) now owned by GinJoint, or in which Grantor now has any right, title or interest, and in the case of proceeds, improvements, modifications, updates, upgrades, new versions, or licenses described below, which Grantor at any time in the future may acquire (collectively, the **"Collateral"**):

(a) all of the assets, properties, equipment, furniture, fixtures, leases, supplies, documents, instruments, chattel paper, intellectual property rights, including patents, copyrights, trademarks and trade secrets, trade names, software, and source codes (collectively **"BV IP"**) (including any improvements, modifications, updates, upgrades, or new versions to such intellectual property, or licenses granted by Grantor of, such intellectual property), and deposit accounts, in each case, if any, and only to the extent purchased by Grantor from Secured Party pursuant to the Purchase Agreement;

(b) all proceeds of any of the above-described property, it being agreed, however, that notwithstanding Section 4, Grantor shall be under no obligation to segregate proceeds, or refrain from spending cash proceeds in the ordinary course of Grantor's business or as otherwise approved by Grantor's board of managers;

(c) all improvements, modifications, updates, upgrades, new versions, and licenses of BV IP hereafter made or granted by Grantor; and

(d) all supporting obligations of every nature of any of the above-described property.

The Security Interest shall be, at all times while any amount is outstanding and unpaid under this Agreement, a First Priority security interest, subject only to the prior rights of any holder or holders of senior indebtedness which the Secured Party recognizes or agrees to recognize in any written agreement between the Secured Party and the holder or holders of such senior indebtedness. Secured Party shall allow additional, subordinated security interests (“**Subordinated Liens**”) to be granted to persons or entities who lend money to Grantor pursuant to authorization of Grantor's board of managers, which, other than the approval of a Subordinated Lien needed to raise funds to satisfy the Note and for so long as there remain amounts outstanding under the Note, must include the approval of the Secured Party's representative on the Grantor's board of managers, but only if such persons or entities execute an intercreditor agreement in form and substance reasonably satisfactory to Secured Party.

3. Secured Obligations. The Collateral secures the payment and performance of:

(a) the obligations of Grantor from time to time arising under the Note, this Agreement, or otherwise with respect to the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of Grantor under the Note and this Agreement; and

(b) all other agreements, duties, indebtedness, obligations and liabilities of any kind of Grantor under, out of, or in connection with the Note, this Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar

proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several (all such obligations, liabilities, sums and expenses set forth in **Section 2** being herein collectively called the "**Secured Obligations**").

4. Perfection of Security Interest and Further Assurances.

(a) Grantor shall, from time to time, as may be required by the Secured Party with respect to all Collateral, immediately take all reasonable actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral, and Grantor shall promptly take all actions as may be reasonably requested from time to time by the Secured Party so that control of such Collateral is obtained and at all times held by the Secured Party. All of the foregoing shall be at the sole cost and expense of Grantor.

(b) Grantor hereby authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor hereunder, without the signature of Grantor where permitted by law, including the filing of a financing statement describing the Collateral. Grantor agrees to provide all information reasonably required by the Secured Party pursuant to this Section promptly to the Secured Party upon request.

(c) If any Collateral is at any time in the possession of a bailee, Grantor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party and the bailee agrees to comply, without further consent of Grantor, at any time with instructions of the Secured Party as to such Collateral.

(d) Grantor agrees that at any time and from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any security interest granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

5. Representations and Warranties. Grantor represents and warrants as follows:

(a) (i) Grantor's exact legal name is GinJoint, LLC, (ii) Grantor is a limited liability company organized under the laws of the State of Delaware and (iii) Grantor's organizational identification number is 5479861.

(b) At the time the Collateral becomes subject to the lien and security interest created by this Agreement, Grantor will be the sole, direct, legal and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement and/or any security interest created by the Secured Party.

(c) The pledge of the Collateral pursuant to this Agreement creates a valid and perfected First Priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(d) Grantor has full power, authority and legal right to pledge the Collateral pursuant to this Agreement.

(e) Each of this Agreement and the Note has been duly authorized, executed and delivered by Grantor and constitutes a legal, valid and binding obligation of Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(f) Other than any UCC-1 financing statements filed in connection with the security interest granted hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the pledge by Grantor of the Collateral pursuant to this Agreement or for the execution and delivery of the Note and this Agreement by Grantor or the performance by Grantor of its obligations thereunder.

(g) The execution and delivery of the Note and this Agreement by Grantor and the performance by Grantor of its obligations thereunder, will not conflict with, cause a default under, or violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to Grantor or any of its property, or the organizational or governing documents of Grantor or any material agreement or instrument to which Grantor is party or by which it or its property is bound.

(h) No person other than Grantor, its vendors and authorized agents has control or possession of all or any part of the Collateral.

(i) Grantor has filed all federal, state, foreign, local, and any other tax returns which were required to be filed. Grantor has paid or made provisions for the payment of

all taxes, assessments, and other governmental charges owed, and no tax deficiencies have been proposed or assessed against Grantor. There are no pending or, to the knowledge of Grantor, threatened tax controversies or disputes as of the date hereof.

(j) Grantor is not a part to, nor so far as is known to Grantor, is there any threat of, any litigation or administrative proceeding involving Grantor other than litigation or administrative proceedings arising out of Grantor's ordinary course of business and for which Grantor has insurance coverage.

6. Voting, Distributions, and Receivables.

(a) The Secured Party agrees that unless an Event of Default shall have occurred and be continuing, Grantor may, to the extent Grantor has such right as a holder of the Collateral consisting of securities or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any such vote, consent, ratification or waiver could detract from the value thereof as Collateral or which could be inconsistent with or result in any violation of any provision of the Note or this Agreement.

(b) The Secured Party agrees that Grantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the Collateral consisting of securities or indebtedness owed by any obligor.

(c) The Secured Party may, or at the request and option of the Secured Party Grantor shall, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that, upon and during the continuation of an Event of Default, payment thereof is to be made directly to the Secured Party.

7. Covenants. Grantor covenants as follows:

(a) Grantor will not, without providing at least thirty (30) days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organizational identification number. Grantor will, prior to any change described in the preceding sentence, take all reasonable actions requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(b) Grantor shall, at its own cost and expense, defend title to the Collateral and the First Priority lien and security interest of the Secured Party therein against the claim of any person claiming against or through Grantor and shall maintain and preserve



such perfected First Priority security interest for so long as this Agreement shall remain in effect.

(c) Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein other than in the ordinary course of business and except for any Subordinated Lien. The Collateral that is the subject of such sales in the ordinary course of business shall no longer be subject to any lien or security interest for the benefit of the Secured Party.

(d) Grantor will not use the Collateral in violation of law or any policy of insurance thereon. Grantor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located.

(e) Grantor will maintain the registration of the Collateral consisting of Intellectual Property in accordance with applicable law to the extent of the registrations acquired by Grantor from Secured Party under the Purchase Agreement.

(f) Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement.

(g) Grantor shall keep adequate records and books of account with respect to its business activities in which proper entries are made, reflecting all of its financial transactions, and shall permit Secured Party to review and make copies of all such records and books of account;

(h) Grantor shall promptly notify Secured Party in writing of any litigation, suit or administrative proceeding which, if adversely determined, may materially and adversely affect the Collateral or Grantor's business, assets, operations, prospects or condition, financial or otherwise, whether or not the claim is covered by insurance;

(i) Grantor shall notify Secured Party in writing within five (5) business days of Grantor's default under any indebtedness of Grantor.

8. Secured Party Appointed Attorney-in-Fact. Grantor hereby appoints the Secured Party Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to Grantor or any third party for

failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable.

9. Secured Party May Perform. If Grantor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantor; *provided that* the Secured Party shall not be required to perform or discharge any obligation of Grantor.

10. Reasonable Care. The Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve Grantor from the performance of any obligation on Grantor's part to be performed or observed in respect of any of the Collateral.

11. Remedies Upon Default. If any Event of Default shall have occurred and be continuing, but subject to Section 11(e) below:

(a) The Secured Party, without any other notice to or demand upon Grantor, may assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to Grantor as provided in **Section 15** hereof ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee or recipient of the

Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. Each Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto.

(b) All rights of Grantor to (i) exercise the voting and other consensual rights they would otherwise be entitled to exercise pursuant to **Section 6(a)** and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to **Section 6(b)**, shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral.

(c) Any cash held by the Secured Party as Collateral and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus. Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

(d) If the Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, Grantor agrees that, upon request of the Secured Party, Grantor will, at its own expense, do or cause to be done all such acts and things as

may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

(e) The Secured Party's right to exercise any remedy with respect to the Collateral shall be conditioned upon Secured Party's obligation to assume and discharge, from the date of the exercise of any remedy pursuant to the terms of this Agreement forward (the "**Remedy Date**"), all executory obligations arising from that date forward under all contracts, leases, licenses and other assets, properties or rights which comprise the Collateral (but excluding any obligations relating to Grantor's breach prior to the Remedy Date), and Secured Party shall execute such assumption agreement as Grantor reasonably requests. If Secured Party fails to satisfy such executory obligations, it shall indemnify, defend and hold harmless Grantor, its owners, employees, agents, officers, directors and affiliates for all claims, damages and losses (including reasonable legal fees and costs of investigation and defense) and Grantor shall have the right to automatically set off against the Secured Obligations any and all such amounts. The parties agree that the purpose of this paragraph is to assure Grantor that if Secured Party wishes to foreclose on any asset comprising the Collateral, Secured Party may not leave Grantor with ongoing obligations relating to any asset, property, contract or right comprising any part of the Collateral.

12. No Waiver and Cumulative Remedies. The Secured Party shall not by any act (except by a written instrument pursuant to **Section 14**), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. Security Interest Absolute. Each Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Secured Party and liens and security interests hereunder, and all Secured Obligations of Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Note, this Agreement or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, Grantor against the Secured Party; or

(g) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Party that might vary the risk of Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Grantor or any other grantor, guarantor or surety.

14. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and Grantor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

15. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Purchase Agreement.

16. Continuing Security Interest; Further Actions. This Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) subject to **Section 17**, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon Grantor, their successors and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns; *provided that* Grantor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party. Without limiting the generality of the foregoing clause (c), any assignee of the Secured Party's interest in any agreement or document which includes all or any of the Secured Obligations shall, upon assignment in accordance with the Note, become vested with all the benefits granted to the Secured Party herein with respect to such Secured Obligations.

17. Termination; Release. On the date on which all Secured Obligations have been paid and performed in full, the Secured Party will, at the request and sole expense of Grantor, (a) duly assign, transfer and deliver to or at the direction of Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to Grantor a proper

instrument or instruments acknowledging the satisfaction and termination of this Agreement.

18. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS (AS OPPOSED TO THE LAWS OF CONFLICTS) OF THE STATE OF ARIZONA.

19. Counterparts; Entire Agreement. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. This Agreement and the Note constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GINJOINT, LLC, as Grantor

By: SceneTap LLC, its Manager

By: 

Name: M. Albentz

Title: ITS CFO

POUR ONE, LLC, as Secured Party

By: \_\_\_\_\_

Name: Robert Birks

Title: President and Chief Executive Officer

[Signature Page to Security Agreement]

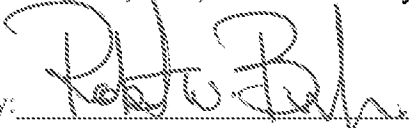
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GINJOINT, LLC, as Grantor

By: SceneTap LLC, its Manager

By: \_\_\_\_\_  
Name:  
Title:

POUR ONE, LLC, as Secured Party

By:  \_\_\_\_\_  
Name: Robert Birks  
Title: President and Chief Executive Officer

[Signature Page to Security Agreement]