503376357 07/01/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3422979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
FRONTLINE AEROSPACE, INC.	07/01/2015

RECEIVING PARTY DATA

Name:	JRK FRONTLINE INC.	
Street Address:	8082 S. INTERPORT BLVD.	
Internal Address:	SUITE 200	
City:	ENGLEWOOD	
State/Country:	COLORADO	
Postal Code:	80112	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	7775031	
Patent Number:	8220737	

CORRESPONDENCE DATA

Fax Number: (303)839-3838

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.

Phone: 303-839-3861

Email: phanley@spencerfane.com

PAUL J. HANLEY **Correspondent Name:**

Address Line 1: 1700 LINCOLN STREET

Address Line 2: SUITE 2000

Address Line 4: DENVER, COLORADO 80203

NAME OF SUBMITTER:	PAUL J. HANLEY	
SIGNATURE:	/Paul J. Hanley/	
DATE SIGNED:	07/01/2015	

Total Attachments: 3

source=Pat. Security Agreement#page1.tif source=Pat. Security Agreement#page2.tif source=Pat. Security Agreement#page3.tif

> **PATENT** 503376357

REEL: 035991 FRAME: 0169

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>") is executed and delivered as of the 1st day of July, 2015, by Frontline Aerospace, Inc., a Colorado corporation (the "<u>Company</u>") to and in favor of JRK Frontline Inc., a Colorado corporation, (the "<u>Lender</u>").

RECITALS

- A. The Lender and the Company are parties to a Note Purchase Agreement dated as of the date hereof (the <u>Note Purchase Agreement</u>") pursuant to which Lender has agreed to make a loan to the Company.
- B. The Company has entered into a Security Agreement dated as of the date hereof (the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.
- C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.
- D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all of its assets, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, and patent licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Note Purchase Agreement and the Security Agreement.

AGREEMENT

In order to further secure the payment of the indebtedness of the Company to the Lender under the Note Purchase Agreement, and in consideration of the of the mutual agreements set forth herein and in the Note Purchase Agreement, the Company does hereby grant to the Lender, as security for the Secured Obligations, a continuing security interest in all of Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each patent license, including, without limitation, each patent license listed on Schedule I annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in <u>Schedule 1</u> annexed hereto, any patent issued pursuant to a patent application referred to in <u>Schedule 1</u> and any patent licensed under any patent license listed on <u>Schedule 1</u> annexed hereto (items 1 through 3 being herein collectively referred to as the "<u>Patent Collateral</u>").

PATENT REEL: 035991 FRAME: 0170

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the date and year first set forth above.

> FRONTLINE AEROSPACE, INC. a Colorado corporation

Name:

Title:

Acknowledged:

JRK FRONTLINE INC. a Colorado corporation

By: Name:

KURI Title: Director

SCHEDULE 1 to PATENT SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Patent Number	Patent Application Number	Date of Application	Date of Registration
7,775,031			August 17, 2010
8,220,737			July 17, 2012
医奎林氏试验检 化苯苯苯酚 医苯基氏试验 医克尔特氏试验 医马克斯氏虫 电影 医马拉克 电电力电阻 电电力电阻 计电话 医电话 电电话 化			
• .			

PATENT REEL: 035991 FRAME: 0172

RECORDED: 07/01/2015