

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3757771

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
P & M SIGNS, INC. AND P & M PLASTICS, INC.	01/14/2016
RECEIVING PARTY DATA	
Name:	PJ WOODLANDS LLC
Street Address:	901 RIO GRANDE BLVD NW
City:	ALBUQUERQUE
State/Country:	NEW MEXICO
Postal Code:	87104
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14338956
Patent Number:	6586504
Patent Number:	7914275
Patent Number:	6632387
CORRESPONDENCE DATA	
Fax Number:	(505)848-9710
<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>	
Phone:	5058481842
Email:	ljn@modrall.com
Correspondent Name:	LESLEY J. NASH
Address Line 1:	P.O. BOX 2168
Address Line 4:	ALBUQUERQUE, NEW MEXICO 87103
NAME OF SUBMITTER:	LESLEY J. NASH
SIGNATURE:	/Lesley J. Nash/
DATE SIGNED:	02/26/2016
Total Attachments: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") between P & M Signs, Inc., a New Mexico corporation ("Signs") and P & M Plastics, Inc., a New Mexico corporation ("Plastics") (collectively with Signs, "P&M"), and PJ Woodlands LLC, a Delaware limited liability company ("Secured Party") is effective as of January 14, 2016.

RECITALS

- A. Signs is the owner of certain IP Rights (defined below) in and to the U.S. patents and patent application listed on the attached Schedule A (collectively the "Signs Patents") and a certain invention for which a patent application has yet to be filed as more particularly described on Exhibit A (the "Unfiled Invention").
- B. Plastics is the owner of certain IP Rights (defined below) in and to the U.S. patent listed on the attached Exhibit B (the "Plastics Patent" and collectively with the Signs Patents, the "Patents").
- C. P&M desires to grant the Secured Party a security interest in all of P&M's right, title and interest in and to all IP Rights (defined below), whether now owned or existing or hereafter acquired and wherever located.

AGREEMENT

In consideration of the promises and mutual covenants contained herein, the Parties to this Agreement agree as follows:

1. Security Interest. P&M hereby grants to the Secured Party a security interest in all of P&M's right, title, and interest in, to, and under the following (all of the following being herein collectively referred to as the "IP Rights"), whether presently existing or hereafter created or acquired: (i) all the rights and privileges in the Patents and under any and all Letters Patent that may be granted in the United States for the patented inventions (including the patent application for the Unfiled Invention); (ii) said inventions (including the Unfiled Invention) for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions; (iii) all intellectual property that is ancillary or related to the Patents and inventions (including the Unfiled Invention), including but not limited to all trademarks, service marks, trade dress, logos, copyrights, derivative works, and other intellectual property rights and all causes of action and enforcement rights related to the foregoing; (iv) without limiting the generality of the item and for the avoidance of doubt, the name "Altree" and all intellectual property related to Altree, including without limitation, all trademarks, trade dress, service marks, logos, copyrights, derivative works, and other intellectual property rights and all causes of action and enforcement rights related to the foregoing and (v) all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and all inventions (including the Unfiled

Invention) and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents and of any other ancillary intellectual property right (all of the foregoing collectively described as the "IP Rights").

2. Recordation. P&M hereby authorizes the Secured Party to record this Agreement with the United States Patent and Trademark Office and any other applicable governmental officer located in the United States or elsewhere.

3. Default. In the event proceedings are commenced by or against P&M under any provision of the bankruptcy code, or if P&M is insolvent or makes an assignment for the benefit of creditors, then the Secured Party may immediately exercise with respect to the IP Rights the rights and remedies granted to a secured party upon default under the New Mexico Uniform Commercial Code.

4. Applicable Law. This Agreement will be construed under and in accordance with the internal laws of the State of New Mexico without regard to principles of conflicts of laws. Venue for any action concerning or related to this Agreement shall be in the state or federal courts serving the County of Bernalillo in the State of New Mexico.

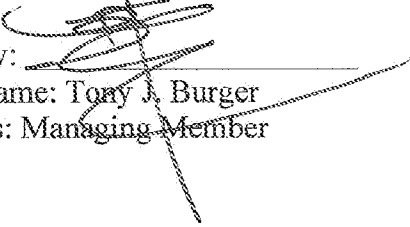
5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date written above.

[signatures on following pages]

SECURED PARTY:

PJ Woodlands LLC,
a Delaware limited liability company

By: 
Name: Tony J. Burger
Its: Managing Member

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on _____, 2016,
by Tony J. Burger as Managing Member of PJ Woodlands LLC, a Delaware limited
liability company.

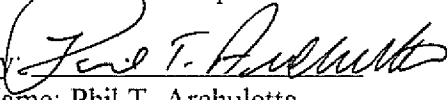
Notary Public, State of New Mexico

Notary's Printed Name:

My Commission Expires:

SIGNS:

P & M SIGNS, INC.,
a New Mexico corporation

By: 
Name: Phil T. Archuletta
Title: President

STATE OF NEW MEXICO ()
COUNTY OF BERNALILLO ()

This instrument was acknowledged before me on _____, 2016, by
Phil T. Archuletta as President of P & M Signs, Inc., a New Mexico corporation.

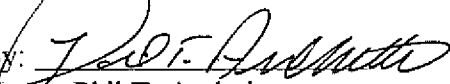
Notary Public, State of New Mexico

Notary's Printed Name:

My Commission Expires:

PLASTICS:

P & M PLASTICS, INC.,
a New Mexico corporation

By: 
Name: Phil T. Archuletta
Title: President

STATE OF NEW MEXICO ()
COUNTY OF BERNALILLO ()

This instrument was acknowledged before me on _____, by Phil T. Archuletta as President of P & M Plastics, Inc., a New Mexico corporation.

Notary Public, State of New Mexico

Notary's Printed Name:

My Commission Expires:

EXHIBIT A

Signs Patents and Unfiled Invention

1. Signs owns an undivided ownership interest in and to the following Patent:
 - a. Composite Material and Methods for Making Same, described in U.S. Patent No.6,586,504 B1, which issued on July 1, 2003.
2. Apparatus for Making High Density Wood and Plastic Composites, described in U.S. Patent No. 7,914,275 B2 which issued on March 29, 2011.
3. Method for Making a Durable Wood-Plastic Composite Panel Upon Which Plastic Films May Be Readily Applied and Securely Adhered, described in an application for Letters Patent of the United States, Application Serial No. 14/338,956 filed on July 23, 2014.
4. Unfiled Invention for Sign Post Design and Method for Making Same.

EXHIBIT B

Plastics Patent

1. Plastics owns an undivided ownership interest in and to the following Patent:
 - a. Method for Making Wood and Plastic Composite Material, described in U.S. Patent No. 6,632,387 B2 which issued on October 14, 2003.