### 504292483 03/27/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4339164

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
BRAD C OUDERKIRK	03/09/2017

#### **RECEIVING PARTY DATA**

Name:	NFS LEASING, INC.
Street Address:	900 CUMMINGS CENTER
Internal Address:	SUITE 226-U
City:	BEVERLY
State/Country:	MASSACHUSETTS
Postal Code:	01915

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8910835
Patent Number:	9415994

#### **CORRESPONDENCE DATA**

**Fax Number:** (617)412-3081

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:** 781-444-6844

Email:Rod@JohnsonIPLaw.comCorrespondent Name:RODNEY D. JOHNSON

Address Line 1: PO BOX 920353

Address Line 4: NEEDHAM, MASSACHUSETTS 02492

ATTORNEY DOCKET NUMBER:	4044.0002-001	
NAME OF SUBMITTER:	RODNEY D. JOHNSON	
SIGNATURE:	/RODNEY D. JOHNSON/	
DATE SIGNED:	03/27/2017	

### **Total Attachments: 3**

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PATENT 504292483 REEL: 041757 FRAME: 0326

## PATENT SECURITY AGREEMENT (Short-Form)

This Patent Security Agreement ("Agreement") is entered into on this Mode February, 2017, between Brad C. Ouderkirk ("Grantor"), an individual residing at 3024 North 750 East, North Ogden, Utah 84414, and NFS Leasing, Inc. ("Secured Party"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 900 Cummings Center, Suite 226-U, Beverly, Massachusetts 01915.

WHEREAS, the Grantor is the owner of certain United States patents and patent applications as listed on the attached Schedule A (as may be amended from time to time) (collectively "Patents").

WHEREAS, the Secured Party and SureCan, Inc. ("Debtor") have entered into a certain Security Agreement dated June 30, 2015 and amended by a First Amendment to Security Agreement executed on even date herewith (together "Amended Security Agreement"), a certain Royalty Agreement dated June 9, 2015 and amended by a First Amendment to Royalty Agreement executed on even date herewith (together "Amended Royalty Agreement"), and a certain Royalty Prepayment Agreement and Agreement to Release SureCan's Non-IP Assets executed on even date herewith ("Royalty Prepayment Agreement"), wherein the Debtor agrees to certain payment and performance obligations, and remedies for default.

WHEREAS, the Grantor is also a party to the Amended Royalty Agreement and the Royalty Prepayment Agreement.

WHEREAS, the Secured Party and the Grantor have entered into a certain personal Security Agreement dated June 29, 2015 and amended on even date herewith ("Amended Personal Security Agreement"), granting the Secured Party a first priority security interest in said Patents as collateral to secure performance of the Grantor's obligations under the Amended Royalty Agreement and the Royalty Prepayment Agreement.

WHEREAS, by this Agreement, the Grantor and the Secured Party confirm and seek to make a record of the grant of a security interest in said Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party a lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under said Patents listed on Schedule A.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in said Patents made and granted hereby are more fully set forth in the Amended Personal Security Agreement, Amended Royalty Agreement, and Royalty Prepayment Agreement, the terms and provisions of

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which are incorporated by reference herein as if fully set forth herein. Unless defined otherwise herein, all terms should be given the same meaning as defined and used in the incorporated agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly

executed, as of the date written above. Grantor: Brad C. Ouderkirk State/Commonwealth of Utah County of NOV day of March undersigned Notary Public, personally appeared Brad C. Ouderkirk, personally known to me, or proved to me through satisfactory evidence of identification, which was to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed. XIVPAI INDOISAA Notary Public (SEAL) (print name) ASHLEY WOOLSEY My Commission expires 52/10 Notary Public . State of Utah Commission # 673837 COMM. EXP. 02-15-2018 NFS Leasing, Inc. Cliff L. Rucker, President (Duly Authorized)

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# Schedule A to Patent Security Agreement

# Listed U.S. Patent Assets

Application No.	Patent No.	Title
13/238,376	8,910,835	Fuel Container and Methods
14/572,534	9,415,994	Fuel Container and Methods

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PATENT REEL: 041757 FRAME: 0329

RECORDED: 03/27/2017