

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4542532

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
FIRESTAR ENGINEERING, LLC			08/09/2017
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HOLZERIPLAW, PC		
<b>Street Address:</b>	216 16TH ST.		
<b>Internal Address:</b>	SUITE 1350		
<b>City:</b>	DENVER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	12831703		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(720)204-5669		
<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>	7202042657		
<b>Email:</b>	doclet@hpdlaw.com		
<b>Correspondent Name:</b>	HOLZER PATEL DRENNAN		
<b>Address Line 1:</b>	216 16TH ST.		
<b>Address Line 2:</b>	SUITE 1350		
<b>Address Line 4:</b>	DENVER, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	488011USP2		
<b>NAME OF SUBMITTER:</b>	CATHI VANFLEET		
<b>SIGNATURE:</b>	/Cathi VanFleet/		
<b>DATE SIGNED:</b>	08/09/2017		
<b>Total Attachments: 8</b>			
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## Security Agreement

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This Security Agreement (this "Agreement") is dated August 1, 2017, by FIRESTAR ENGINEERING LLC, a Colorado limited liability company, (the "Debtor"), in favor of HolzerIPLaw P.C., a Colorado professional corporation d/b/a HOLZER PATEL DRENNAN (the "Creditor"). The Debtor and the Creditor are sometimes referred to individually as a "Party" and collectively as the "Parties."

### 1. RECITALS

- A. Creditor and Debtor have executed a promissory note in the amount of \$148,090.45 (the "Note").
- B. In order to secure Debtor's obligations under the Note, Creditor has requested Debtor to execute this Agreement and Debtor has agreed to execute and deliver this Agreement.

### 2. AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, Debtor and Creditor hereby agree as follows:

#### 1. CONSTRUCTION AND DEFINITION OF TERMS.

All terms used herein without definition which are defined by the Colorado Uniform Commercial Code shall have the meanings assigned to them by the Colorado Uniform Commercial Code, as in effect on the date hereof, unless and to the extent varied by this Agreement. All accounting terms used herein without definition shall have the meanings assigned to them as determined by generally accepted accounting principles. The use of any gender or the neuter herein shall also refer to the other gender or the neuter and the use of the plural shall also refer to the singular, and vice versa. In addition to the terms defined elsewhere in this Agreement, unless the context otherwise requires, when used herein, the following terms shall have the following meanings:

##### 1.1. Agreement.

"Agreement" means this Security Agreement and all amendments, modifications and supplements hereto.

##### 1.2. Banking Day.

"Banking Day" means any day that banks in the State of Colorado are not required or permitted to be closed.

##### 1.3. Bankruptcy Code.

"Bankruptcy Code" means the United States Bankruptcy Code, as amended from time to time.

##### 1.4. Business Premises.

"Business Premises" means Debtor's chief executive office located at 4495 Philbrook Square San Diego, CA 92130.

##### 1.5. Certified.

"Certified" shall mean that the information, statement, schedule, report or other document required to be "Certified" shall contain a representation of a duly authorized officer of Debtor that such information, statement, schedule, report or other document is true and complete.

##### 1.6. Collateral.

"Collateral" shall mean the Patents and other property described in Exhibit A.

##### 1.7. Event of Default.

"Event of Default" shall mean any of the events described in Section 5 hereof.

##### 1.8. Loan Documents.

"Loan Documents" means this Agreement and the Note.

##### 1.9. Obligations.

"Obligations" includes the full and punctual observance and performance of all present and future duties, covenants and responsibilities due to Creditor by Debtor under the Loan Documents.

##### 1.10. Obligor.

"Obligor" means individually and collectively, Debtor and each endorser, guarantor, and surety of the Obligations; any person who is primarily or secondarily liable for the repayment of the Obligations, or any portion thereof; and any person who has granted security for the repayment of any of the Obligations.

1.11. Person.

"Person" includes natural persons, corporations, associations, limited liability companies, partnerships, joint ventures, trusts, governments and agencies and departments thereof and every other entity of every kind.

2. SECURITY.

2.1. General Security Interest.

2.1.A. Grant.

As security for the payment and performance of all of the Obligations, Debtor hereby assigns, pledges, and grants to Creditor a lien on and continuing security interest in and to all of Debtor's right, title, and interest in the Collateral.

2.1.B. Continuous Existence.

Creditor's security interest shall continually exist until all Obligations have been paid in full.

2.2. Covenants and Representations.

With respect to all of the Collateral, Debtor covenants, warrants and represents that:

2.2.A. Good Order.

2.2.A.1. Covenant.

Debtor will maintain the Collateral in good order and condition, ordinary wear and tear excepted, and will use, operate and maintain the Collateral in compliance with all Laws, and in compliance with all applicable insurance requirements and regulations.

2.2.A.2. Notice.

Debtor will promptly notify Creditor in writing of any litigation involving or affecting the Collateral which Debtor knows or has reason to believe is pending or threatened. Debtor will promptly pay when due all taxes and all transportation, storage, warehousing and other such charges and fees affecting or arising out of or relating to the Collateral and shall defend the Collateral, at Debtor's expense, against all claims and demands of any persons claiming any interest in the Collateral adverse to Debtor or Creditor.

2.2.B. Further Assurances.

Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and

documents as Creditor may request to vest in and assure to Creditor its rights hereunder or in any of the Collateral, including, without limitation, placing legends on Collateral or on books and records pertaining to Collateral stating that Creditor has a security interest therein.

2.2.C. Financing Statements.

Debtor authorizes Creditor to file Financing Statements and Continuation Statements covering the Collateral and all assets of Debtor (using such term or words of similar effect) and containing such legends as Creditor shall deem necessary or desirable to protect Creditor's interest in the Collateral. Debtor agrees to pay all taxes, fees and costs (including attorneys' fees) paid or incurred by Creditor in connection with the preparation, filing or recordation thereof.

2.2.D. Delivery of Documents.

Whenever required by Creditor, Debtor shall promptly deliver to Creditor, with all endorsements and/or assignments required by Creditor, all Instruments, Chattel Paper, guaranties and the like received by Debtor constituting, evidencing or relating to any of the Collateral or proceeds of any of the Collateral.

2.3. Private Sale.

Creditor may deem it impracticable to effect a public sale of any Investment Property or other Pledged Equity and may determine to make one or more private sales of such Investment Property or other Pledged Equity to a restricted group of purchasers that will be obligated to agree, among other things, to acquire the same for their own account, for investment and not with a view to the distribution or resale thereof. Debtor acknowledges that any such private sale may be at a price and on other terms less favorable to the seller than the price and other terms that might have been obtained at a public sale.

3. REPRESENTATIONS AND WARRANTIES.

To induce Creditor to enter into this Agreement, Debtor represents and warrants to Creditor that:

3.1. Good Standing.

Debtor is a corporation duly organized, legally existing and in good standing under the laws of the State of its incorporation, has the power to own its property and to carry on its business

and is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary.

### 3.2. Authority.

Debtor has full power and authority to enter into this Agreement, to make the borrowings hereunder, to execute and deliver all documents and instruments required hereunder and to incur and perform the obligations provided for herein, all of which have been duly authorized by all necessary and proper corporate and other action, and no consent or approval of any person, including, without limitation, stockholders of Debtor and any public authority or regulatory body, which has not been obtained is required as a condition to the validity or enforceability hereof or thereof.

### 3.3. Binding Agreements.

This Agreement has been duly and properly executed by Debtor, constitutes the valid and legally binding obligation of Debtor and is fully enforceable against Debtor in accordance with its terms, subject only to laws affecting the rights of creditors generally and application of general principles of equity.

### 3.4. No Conflicting Agreements.

The execution, delivery and performance by Debtor of this Agreement and the Note will not (A) violate (1) any provision of Law or any order, rule or regulation of any court or Governmental Authority, (2) any award of any arbitrator, (3) the Charter or Bylaws of Debtor, or (4) any indenture, contract, agreement, mortgage, deed of trust or other instrument to which Debtor is a party or by which Debtor or any of its property is bound, or (B) be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a material default under, any such award, indenture, contract, agreement, mortgage, deed of trust or other instrument, or result in the creation or imposition of any Lien upon any of the property or assets of Debtor except for Liens created in favor of Creditor under or pursuant to this Agreement.

### 3.5. Title to Properties.

Debtor has good and marketable title to all of its owned properties and assets (including the Collateral) and a valid leasehold interest in or valid rights to use all of its other properties and

assets (including the Collateral), and all of the properties and assets of Debtor are free and clear of Liens, except for Permitted Liens.

### 3.6. Financial Information.

All financial statements, schedules, reports and other information supplied to Creditor by or on behalf of Debtor heretofore and hereafter are and will be true and complete.

### 3.7. Survival.

All representations and warranties contained in or made in connection with this Agreement and the other Loan Documents shall survive the Closing and any advance made hereunder.

## 4. AFFIRMATIVE COVENANTS.

Debtor covenants and agrees with Creditor that, until Obligations have been paid in full.

### 4.1. Patents, Franchises, etc.

Maintain, preserve and protect all licenses, patents, franchises, trademarks and trade names of Debtor or licensed by Debtor which are necessary to the conduct of the business of Debtor as now conducted, free of any conflict with the rights of any other person.

### 4.2. Further Assurances and Corrective Instruments.

Promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, to Creditor from time to time such supplements hereto and such other instruments and documents as may be requested by Creditor to protect and preserve the Collateral, Creditor's security interest therein, perfection of Creditor's security interest and/or Creditor's rights and remedies hereunder.

## 5. EVENTS OF DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event of Default":

### 5.1. Failure to Pay.

The failure of Debtor to pay or perform any of the Obligations as and when due and payable (whether by acceleration, declaration, extension or otherwise).

### 5.2. Covenants and Agreements.

The failure of Debtor to perform, observe or comply with any of the covenants of this Agreement or any of the Loan Documents.

**5.3. Default under Loan Documents.**

The occurrence of an Event of Default under any of the Loan Documents.

**5.4. Attachment by Creditors.**

Any assets of Debtor shall be attached, levied upon, seized or repossessed, or come into the possession of a trustee, receiver or other custodian and a determination by Creditor, in good faith but in its sole discretion, that the same could have a material adverse effect on the prospect for Creditor to fully and punctually realize the full benefits conferred on Creditor by this Agreement.

**6. MISCELLANEOUS.**

**6.1. Modifications.**

No modifications or waiver of any provision of this Agreement or any of the Loan Documents, and no consent by Creditor to any departure by Debtor therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand upon Debtor in any case shall entitle Debtor to any other or further notice or demand in the same, similar or other circumstances.

**6.2. Notices.**

**6.2.A. Generally.**

Any notice, request or other communication in connection with this Agreement, shall be in writing and, if sent by registered or certified mail, shall be deemed to have been given when received by the party to whom directed, or, if sent by mail but not registered or certified, three Business Days after being deposited in the mail, postage prepaid, provided that any such notice or communication shall be addressed to a party hereto as provided below (or at such other address as such party shall specify in writing to the other Parties hereto):

- If to the Debtor:  
Firestar Engineering, LLC  
4495 Philbrook Square  
San Diego, CA 92130  
Attn: Greg Mungas, Manager

- If to the Creditor:  
HolzerIPLaw, P.C.  
d/b/a Holzer Patel Drennan  
216 16<sup>th</sup> Street, Suite 1350  
Denver, CO 80202  
Attn: Richard J. Holzer, Jr.

**6.2.B. Notices and Demands to Debtor for Payment.**

Notwithstanding anything to the contrary, all notices and demands for payment from Creditor actually received in writing by Debtor shall be considered to be effective upon receipt thereof by Debtor regardless of the procedure or method utilized to accomplish such delivery thereof to Debtor.

**6.3. Applicable Law and Consent to Jurisdiction.**

**6.3.A. Colorado Law.**

The performance and construction of this Agreement and the Loan Documents shall be governed by the internal laws of the State of Colorado.

**6.3.B. Colorado Venue.**

Debtor agrees that any suit, action or proceeding instituted against Debtor with respect to any of the Obligations, the Collateral, this Agreement, or any of the Loan Documents may be brought in any court of competent jurisdiction located in the State of Colorado.

**6.3.C. Waiver.**

By its execution hereof, Debtor hereby irrevocably waives any objection and any right of immunity on the ground of venue, the convenience of the forum or the jurisdiction of such courts or from the execution of judgments resulting therefrom.

**6.3.D. Acceptance and Submission.**

Debtor hereby irrevocably accepts and submits to the jurisdiction of the aforesaid courts in any such suit, action, or proceeding.

**6.4. Survival: Successors and Assigns.**

**6.4.A. Survives Until Obligations Paid.**

All covenants, agreements, representations and warranties made herein and in the Loan Documents shall survive the execution and delivery hereof and thereof, shall survive Closing and shall continue in full force and effect until all Obligations

have been paid in full, there exists no commitment by Creditor which could give rise to any Obligations and all appropriate termination statements have been filed terminating the security interest granted Creditor hereunder.

**6.4.B. Successors and Assigns.**

Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party.

**6.4.C. Notice of Creditor Assignment.**

In the event that Creditor assigns the Note, this Agreement and/or its security interest in the Collateral, Creditor shall give written notice to Debtor of any such assignment.

**6.4.D. Inure to the Benefit of Successors and Assigns.**

All covenants, agreements, representations and warranties by or on behalf of Debtor which are contained in this Agreement and the Loan Documents shall inure to the benefit of Creditor, its successors and assigns.

**6.5. Severability.**

If any term, provision or condition, or any part thereof, of this Agreement or any of the Loan Documents shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement and the Loan Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

**6.6. Merger and Integration.**

This Agreement and the attached Schedules and Exhibits (if any) contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto, or by any employee, officer, agent or attorney of any party hereto, which is not contained herein shall be valid or binding.

**6.7. Waiver of Jury Trial.**

**6.7.A. No Jury Trial.**

DEBTOR HEREBY (1) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (2) WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH CREDITOR AND DEBTOR MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT, ANY OF THE LOAN DOCUMENTS AND/OR ANY TRANSACTIONS, OCCURRENCES, COMMUNICATIONS, OR UNDERSTANDINGS (OR THE LACK OF ANY OF THE FOREGOING) RELATING IN ANY WAY TO DEBTOR-CREDITOR RELATIONSHIP BETWEEN THE PARTIES.

**6.7.B. Waiver for All Claims.**

IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS SECURITY AGREEMENT.

**6.7.C. Waiver Separately Given.**

THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY DEBTOR AND DEBTOR HEREBY AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

**6.7.D. Conclusive Evidence.**

CREDITOR IS HEREBY AUTHORIZED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND DEBTOR AND CREDITOR, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF SUCH WAIVER OF RIGHT TO TRIAL BY JURY.

**6.7.E. Independent Legal Counsel.**

DEBTOR REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING

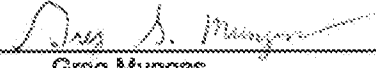
OF THIS WAIVER BY INDEPENDENT  
LEGAL COUNSEL, SELECTED OF ITS  
OWN FREE WILL, AND/OR THAT IT HAS  
HAD THE OPPORTUNITY TO DISCUSS  
THIS WAIVER WITH COUNSEL.

**6.8. Counterparts.**

This Agreement may be executed in any  
number of counterparts and by different parties  
hereto on separate counterparts, each of  
which, when so executed and delivered, shall  
be an original, but all such counterparts shall  
together constitute one and the same  
instrument.

**DEBTOR:**

Firestar Engineering, LLC a Colorado limited  
liability company

By:   
Greg Mungas  
Manager

**6.9. Headings.**

The headings and sub-headings contained in  
the titling of this Agreement are intended to be  
used for convenience only and shall not be  
used or deemed to limit or diminish any of the  
provisions hereof.

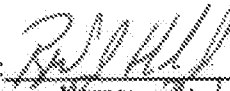
**6.10. Recitals.**

The Recitals hereto are hereby incorporated  
into and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed  
or have caused the execution of this Agreement  
to signify their acceptance of all the terms and  
conditions stated above, to be effective as of the  
date first above written.

**CREDITOR:**

HolzerPLaw, P.C., a Colorado professional  
corporation d/b/a Holzer Patel Drennan

By:   
Name: Richard J. Holzer, Jr.  
Its: President



# Exhibit A – Collateral

FILE NUMBER	TITLE	COUNTRY	DATE FILED	GRANT DATE	STATUS	SERIAL NUMBER
<u>488002JPP</u>	<u>Spark-Integrated Propellant Injector Head with Flashback Barrier</u>	JP	Dec 4, 2007	Dec 14, 2012	Issued	2009539543
<u>488002USP</u>	<u>Spark-Integrated Propellant Injector Head with Flashback Barrier</u>	US	Dec 4, 2007	Jul 31, 2012	Issued	11950174
<u>488005JPP</u>	<u>Nitrous Oxide Fuel Blend Monopropellants</u>	JP	May 7, 2010	Mar 13, 2015	Issued	2010533326
<u>488008INP</u>	<u>Regeneratively Cooled Porous Media Jacket</u>	IN	Dec 8, 2009		Pending	5135DELNP2011
<u>488008JPP</u>	<u>Regeneratively Cooled Porous Media Jacket</u>	JP	Dec 8, 2009	Mar 13, 2015	Issued	2011538801
<u>488008USP</u>	<u>Regeneratively Cooled Porous Media Jacket</u>	US	Dec 8, 2009	Apr 9, 2013	Issued	12633770
<u>488010INP</u>	<u>Low Specific Emission Decomposition</u>	IN	Oct 30, 2012		Pending	9252CHEN2012
<u>488010JPP</u>	<u>Low Specific Emission Decomposition</u>	JP	Apr 4, 2011		Pending	JP2013502922
<u>488011USP2</u>	<u>Detonation Wave Arrestor</u>	US	Jul 7, 2010	Oct 14, 2014	Issued	12831703
<u>488013CIP</u>	<u>Rocket Engine Injectorhead with Flashback Barrier</u>	US	Nov 5, 2009	Jul 31, 2012	Issued	12613188
<u>488013CP2</u>	<u>Microfluidic Flame Barrier</u>	US	Jul 13, 2012	Nov 5, 2013	Issued	13549027
<u>488026USP</u>	<u>Thermal Pressurant</u>	US	Jan 30, 2013		Pending	13754747
<u>488034USP</u>	<u>Insulating Gas Boundary Layer for Internal Combustion Engines</u>	US	Mar 14, 2014		Pending	14212193

