

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4802267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
AMSTAR GROUP, LLC			01/30/2018
RECEIVING PARTY DATA			
Name:	BROADMOOR FINANCIAL, L.P.		
Street Address:	8100 E. 22ND ST., BLDG 500, STE 1000		
City:	WICHITA		
State/Country:	KANSAS		
Postal Code:	67226		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	6065430		
Patent Number:	9392775		
CORRESPONDENCE DATA			
Fax Number:	(303)893-1379		
<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:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	SANDRA L. WAINER		
Address Line 1:	1550 17TH STREET, SUITE 500		
Address Line 4:	DENVER, COLORADO 80202		
NAME OF SUBMITTER:	SANDRA L. WAINER		
SIGNATURE:	/s/ Sandra L. Wainer		
DATE SIGNED:	01/31/2018		
This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 3			
source=Patent Security Agreement#page1.tif			
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source=Patent Security Agreement#page3.tif			

ASSIGNMENT OF SECURITY INTEREST IN PATENTS

THIS ASSIGNMENT OF SECURITY INTEREST IN PATENTS (this "Assignment") is made effective this 16 day of JANUARY, 2018, (the "Effective Date") by and between **AMSTAR GROUP, LLC**, a Colorado limited liability company (the "Assignor"); and **BROADMOOR FINANCIAL, L.P.**, a Kansas limited partnership ("Assignee"); each a "Party"; and together, the "Parties". Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement as defined below.

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of July 7, 2016 (the "Patent Security Agreement") by and among VBF IP Inc., a Texas corporation ("Grantor") and Assignor, which was entered into in connection with that Loan Agreement, dated July 7, 2016 (the "Loan Agreement"), by and among Assignor, Grantor and certain other related parties, the Grantor granted to the Assignor, for the ratable benefit of the Assignor as Agent and Secured Party, a Lien on and security interest in any and all right, title and interest of Assignor in, to, and under all of the Grantor's Patent Collateral (as defined in the Patent Security Agreement) including those Patents referred to on Schedule A hereto (the "Patents"); and

WHEREAS, Assignor and Assignee have entered into that certain Loan Purchase Agreement dated December 29, 2017 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee all of Assignor's rights to and security interest in, the Grantor's Patent Collateral including the Patents, as well as all Loan Documents including the Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and security interest of Assignor in and to the Patent Collateral, including the Patents, including without limitation all associated goodwill, and any issuances, reissuances, reexaminations, renewals, continuations, continuations-in-part, divisionals and extensions thereof, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment under the Purchase Agreement had not been made.

2. Assignor agrees that it will, without further consideration, execute and deliver any and all papers that may be reasonably necessary to transfer its security interest in the Patent Collateral including the Patents to Assignee, its successors or assigns, it being understood that any expense incident to the execution of such papers shall be borne solely by the Assignee, its successors and assigns. Assignor hereby represents and warrants to Assignee that it has full right and authority to make the assignment of its security interest in the Patent Collateral, including the Patents hereunder.

3. This Assignment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. Facsimile or scanned and emailed signatures shall be fully effective for all purposes.

4. The interpretation and construction of this Assignment, and all matters relating thereto, shall be governed by the laws of the State of Colorado without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its duly authorized representative, in each case as of the Effective Date.

AMSTAR GROUP, LLC

By: Aspen Management Services LLC, its manager

By: Jason M. Lucas
Name: Jason Lucas
Title: President

BROADMOOR FINANCIAL, L.P.

By: Broadmoor Financial, Inc., its General Partner

By: Roy Baker
Name: Roy Baker
Title: Senior Vice President and CFO

SCHEDULE A
TO
ASSIGNMENT OF SECURITY INTEREST IN PATENTS

Patent Registrations

REGISTERED PATENTS

1. U.S. Patent Number 6,065,430, Fish Culturing System. Filed October 10, 1997. Issued May 23, 2000.
2. U.S. Patent Number 9,392,775, Fish Culturing System. Filed May 28, 2014. Issued July 19, 2016.