

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4982745

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	504802222
CONVEYING PARTY DATA	
Name	Execution Date
DEEP ROCK VENTURES, INC.	03/10/2016
RECEIVING PARTY DATA	
Name:	MARK HUSTON
Street Address:	2320 CULLEN STREET
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76107
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9288617
CORRESPONDENCE DATA	
Fax Number:	(817)255-7070
<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:	8178771088
Email:	sharrisonfincher@bwwlaw.com
Correspondent Name:	SADIE HARRISON-FINCHER
Address Line 1:	301 COMMERCE STREET, SUITE 1500
Address Line 4:	FORT WORTH, TEXAS 76102
NAME OF SUBMITTER:	SADIE HARRISON-FINCHER
SIGNATURE:	/Sadie Harrison-Fincher/
DATE SIGNED:	05/30/2018
Total Attachments: 6	
source=03-02-2018 Original Patent Assignment Cover Sheet (Deep Rock Ventures, Inc.)#page1.tif	
source=Security Agreement - Deep Rock Ventures Inc#page1.tif	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4848954

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEEP ROCK VENTURES, INC.	03/10/2016
RECEIVING PARTY DATA		
Name:	MARK A HUSTON	
Street Address:	2320 CULLEN STREET	
City:	FORT WORTH	
State/Country:	TEXAS	
Postal Code:	76107	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9288617
CORRESPONDENCE DATA		
Fax Number:	(817)255-7070	
<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:	8178771088	
Email:	sharrisonfincher@bwwlaw.com	
Correspondent Name:	SADIE HARRISON-FINCHER	
Address Line 1:	301 COMMERCE STREET, SUITE 1500	
Address Line 4:	FORT WORTH, TEXAS 76102	
NAME OF SUBMITTER:	SADIE HARRISON-FINCHER	
SIGNATURE:	/Sadie Harrison-Fincher/	
DATE SIGNED:	03/02/2018	
Total Attachments: 5		
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SECURITY AGREEMENT

This Security Agreement, made and entered in this 10th day of March, 2016, by and between DEBTOR Deep Rock Ventures, Inc., d/b/a searchable.com, of Thousand Oaks, California (hereinafter "Debtor"), and SECURED PARTY Mark Huston, of Fort Worth, Texas, (hereinafter "Secured Party").

I. CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a security interest in and assigns to the Secured Party the Collateral described in Paragraph II below to secure payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party.

II. COLLATERAL

To secure payment and performance Debtor hereby grants to Secured Party a continuing security interest in US Patent No. 9288617 issued Tuesday, March 15, 2016, and all proceeds from the sale, use, licensing, or other disposition. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor.

III. DEBTOR'S OBLIGATIONS

- A. The Collateral will be maintained by payment of all fees, and will not be dispositioned, misused or abused, wasted or allowed to lapse.
- B. The Collateral will be monitored to ensure validity and enforceability until this security agreement is terminated against all expected risks to which it is exposed.
- C. The Collateral will be kept at the Debtor's place of business, aforementioned, where Secured Party may inspect it at any time, which includes the Official US Patent Office Ribbon copy issued to Debtor on or about March 15th, 2016. Debtor warrants and covenants that (1) the Collateral will be held for use, sale, and/or license in and for Debtor's business and will be kept only at the principal place of business set forth herein, and (2) Debtor will notify Secured Party in writing fifteen (15) days prior to any change of any material or substantial rights conferred by the Collateral.
- D. The Collateral will not be sold, transferred, disposed, licensed, or made subject to any paid charge, including taxes of any subsequent interest of a third party created or suffered by Debtor, voluntary or involuntary, unless Secured Party consents in writing to such charge, transfer or disposition.
- E. Debtor will sign and execute any financing statements or other document or procure any document and pay all connected costs necessary to protect the security agreement against the interests of a third party.
- F. Debtor will reimburse Secured Party for any action to remedy a default under this agreement.
- G. Debtor will promptly advise Secured Party in writing of its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of entity of Debtor.

M.A.H



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IV. DEFAULT

- A. The following shall constitute a default by Debtor:
- i. **NON-PAYMENT:** Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.
 - ii. **MISREPRESENTATION:** Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Paragraphs III or VII shall constitute default under this Security Agreement.

V. SECURED PARTY'S RIGHTS AND REMEDIES


- A. Secured Party may assign this security agreement, and
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Paragraphs III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Paragraph V, and
 - (2) Debtor will assert no claims or defenses it may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and with advance written notice may exercise his rights of enforcement under the Uniform Commercial Code in force in the state where the Collateral is located and in conjunction with, in addition to or substitution for those rights, the Secured Party may, at Secured Party's discretion
- (1) Enter upon Debtor's premises to take possession of, assemble and collect the Collateral or to take possession of it and to assign and/or license it, and
 - (2) Require Debtor to assemble the Collateral and make it available at a place Secured Party designates in writing which is mutually convenient, to allow Secured Party to take possession and/or assign, license, and dispose of the Collateral, and
 - (3) Waive any default or remedy any default in any reasonable manner without any or all accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.

VI. RIGHTS AND REMEDIES OF DEBTOR

Debtor has all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located, and has the right to cure default.

Debtor's cure and/or tender of payment at any time establishes an immediate and automatic release of this Security Interest and Agreement, which tender is accomplished upon reasonable notice to Secured Party by email, facsimile, courier, and/or mail service, and/or actual payment to Secured Party by any reasonable means. Secured Party must immediately acknowledge and receive Debtor's tender of payment.

M. A. H



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In the event that Secured Party refuses to cooperate with Debtor to acknowledge and/or to receive tendered payment, Debtor at its sole and exclusive discretion may place tendered payment in escrow with a third party at Secured Party's expense, and to notify Secured Party of the escrowed, tendered payment by any reasonable means of notification including email, facsimile transmission, courier, and mail service. Upon such escrowed and notification, Debtor has no further obligation to Secured Party.

VII. ADDITIONAL AGREEMENTS AND AFFIRMATIONS

- A. Debtor agrees and affirms
- (1) That information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
 - (2) That no financing statement covering the Collateral or its proceeds is on file in any public office and that, except for the security interest granted in this security agreement, there is no adverse lien, security interest or encumbrance in or on the Collateral, and
 - (3) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder. Debtor warrants that all locations of collateral and all corporate, partnership, doing business as, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion therefrom.
 - (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.
- B. Mutual Agreements
- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors and permitted assigns of those parties.
 - (2) The law governing this secured transaction shall be that of the State where the Collateral is located.
 - (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
 - (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
 - (5) Limited Power of Attorney. Debtor appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC-1 and UCC-3 forms and all other documents necessary for the purpose of protecting Secured Party's interest.

M.A.H.

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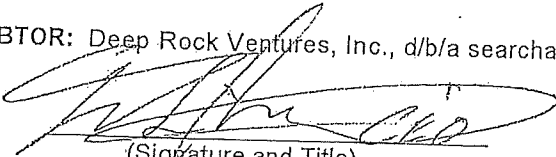
VIII. PARTIAL INVALIDITY

If any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

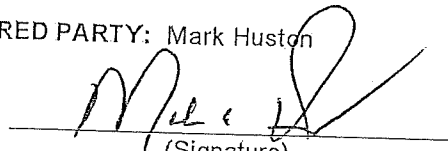
DEBTOR: Deep Rock Ventures, Inc., d/b/a searchable.com

BY:


(Signature and Title)

SECURED PARTY: Mark Huston

BY:


(Signature)

SEE ATTACHED
NOTARY DOCUMENT

PATENT 

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of VENTURA)
 On 03/10/2016 before me, GEORGE FREDRICK RICE
 Date Here Insert Name and Title of the Officer
 personally appeared FREDRICK RICE
 Name(s) of Signer(s)

SECURITY AGREEMENT

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____