

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5310276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
PURECOLOR, INCORPORATED			10/25/2018
RECEIVING PARTY DATA			
Name:	PURE COLOR INVESTORS LLC		
Street Address:	88 INVERNESS CIRCLE EAST, SUITE L107		
City:	ENGLEWOOD		
State/Country:	COLORADO		
Postal Code:	80112		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	14931495		
Application Number:	15090221		
Patent Number:	D754408		
CORRESPONDENCE DATA			
Fax Number:			
<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:	303-860-8400 EXT 2		
Email:	fiona@mcclainellis.com		
Correspondent Name:	FIONA M. ELLIS		
Address Line 1:	1512 LARIMER ST.		
Address Line 2:	SUITE 600		
Address Line 4:	DENVER, COLORADO 80202		
NAME OF SUBMITTER:	FIONA M. ELLIS		
SIGNATURE:	/Fiona Ellis/		
DATE SIGNED:	01/04/2019		
Total Attachments: 4			
source=Security Agreement Cover Sheet - Patents#page1.tif			
source=Security Agreement Cover Sheet - Patents#page2.tif			
source=Security Agreement Cover Sheet - Patents#page3.tif			
source=Security Agreement Cover Sheet - Patents#page4.tif			

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

PURECOLOR, INCORPORATED

2. Name and address of receiving party(ies)

Name: PURE COLOR INVESTORS, LLC

Internal Address: SUITE L107

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 25, 2018

☐ Assignment

☐ Merger

☒ Security Agreement (extract) ☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

Street Address: 88 INVERNESS CIRCLE EAST

City: ENGLEWOOD

State: COLORADO

Country: USA Zip: 80112

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

SN 14/931,495

SN 15/090,221

B. Patent No.(s)

D754,408

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: FIONA M. ELLIS

Internal Address: SUITE 600

Street Address: 1512 LARIMER STREET

City: DENVER

State: COLORADO Zip: 80202

Phone Number: 303-860-8400 EXT 2

Docket Number:

Email Address: fiona@mcclainellis.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0

☐ Authorized to be charged to deposit account

☐ Enclosed

☒ None required (Submitted electronically per §1.21(h) (government interest not affecting title))

8. Payment Information

Deposit Account Number

Authorized UserName

9. Signature: /Fiona M. Ellis/

January 4, 2019

Signature

Date

FIONA M. ELLIS, ATTORNEY FOR PURE COLOR INVESTORS, LLC

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SECURITY AGREEMENT

This Security Agreement ("Agreement"), dated as of October 25, 2018, is between PURECOLOR, INCORPORATED, a Delaware corporation ("Borrower"), with a business address of 5200 F Pasadena Ave NE, Albuquerque, NM, 87113 and PURE COLOR INVESTORS, LLC, a Colorado limited liability company ("Secured Party"), with a business address of 88 Inverness Circle East Suite L107, Englewood, Colorado 80112.

RECITALS:

A. This Agreement is entered into in connection with Borrower's issuance to Secured Party of a secured promissory note dated on or about the date stated above (the "Note").

B. In order to induce the Secured Party to extend the credit evidenced by the Note, Borrower is entering into this Agreement and is granting the Secured Party a security interest in certain assets constituting the Collateral, defined below, to secure the performance and timely payment of the Note.

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

1. Grant of Security Interest. As security for the Obligations (defined below), Borrower hereby grants to the Secured Party a first-priority senior security interest in all of the assets of Borrower, including without limitation those set forth on *Schedule A*, wherever located, all Borrower's right, title and interest therein, and all proceeds thereof, including those rights, titles and interest which are acquired by purchase of the collateral by Borrower, using the proceeds of the Note (collectively, the "Collateral"). The term "Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Borrower to Secured Party under the Note, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Borrower hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code, 11 U.S.C. Section 101 *et seq.*, as amended from time to time ("Bankruptcy Code"), including post-petition interest, and whether or not allowed or allowable as a claim in any such proceeding. Borrower agrees to use the proceeds of the Note to acquire the Collateral.

2. Borrower's Representations and Warranties. Borrower represents and warrants to the Secured Party that:

(a) Ownership. Borrower is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Borrower acquires rights in the Collateral, will be the owner thereof); and no other person or entity has (or, in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) any right, title, claim or interest (by way of Lien (defined below) or otherwise) in, against or to the Collateral.

(b) Perfection; Seniority. Upon the filing of a UCC-1 financing statement in the appropriate filing offices in the State of Colorado, the Secured Party has (or in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) a first-priority senior security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, senior to any and all other security interests.

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the date first written above.


BORROWER:

PURECOLOR, INCORPORATED, a Delaware corporation

By: 
Ted V. [unclear], CEO

SECURED PARTY:

PURE COLOR INVESTORS, LLC, a Colorado limited liability company

By: 
William Shenkin, _____

SCHEDULE A TO SECURITY AGREEMENT

COLLATERAL

All assets of PureColor, Incorporated including and not limited to all tangible and intangible assets including bank accounts, accounts receivable, inventory, prepaid assets, fixed assets, trademarks, patents, product formula and all intangible assets. This includes all assets of all subsidiary and related companies.