

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5793674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FILTEREASY, INC.	09/18/2019
RECEIVING PARTY DATA	
Name:	WESTERN ALLIANCE BANK
Street Address:	2700 W. SAHARA AVENUE
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89102
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	62742708
Application Number:	62831263
Application Number:	15251218
Application Number:	16454185
Patent Number:	4563005
Patent Number:	5478739
Patent Number:	5569377
Patent Number:	5548385
Application Number:	62692991
PCT Number:	US1940251
PCT Number:	US1919947
Application Number:	62694091
Application Number:	16288304
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	8007130755
Email:	Ted.Mulligan@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY

PATENT

Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

ATTORNEY DOCKET NUMBER:	72302592
NAME OF SUBMITTER:	SYED HUMZA MOINUDDIN
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	10/29/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8
source=IP Filing#page1.tif
source=IP Filing#page2.tif
source=IP Filing#page3.tif
source=IP Filing#page4.tif
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source=IP Filing#page6.tif
source=IP Filing#page7.tif
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**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)/Execution Date(s):

FILTEREASY, INC.

Execution Date(s) September 18, 2019

Additional names of conveying parties attached?

Yes No

2. Name and address of receiving party(ies)

Name: WESTERN ALLIANCE BANK

Internal
Address:

Street Address: 2700 W. Sahara Avenue

City: Las Vegas

State: NV

Country: USA Zip: 89102

Additional names, addresses, or citizenship attached?

Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of
Name
 Government Interest
 Executive Order 9424, confirmatory License
 Other Intellectual Property Security Agreement

4. Application or patent number(s)

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

See Attached Exhibit C

See Attached Exhibit C

Additional numbers attached? Yes No

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

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 15

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

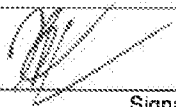
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature: _____



Signature

October 28, 2019
Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 18, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and FILTEREASY, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated on or about the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

FILTEREASY, INC., a Delaware corporation

By: _____

Name: Thad Tarkington

Title: CEO

BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:
107 Fayetteville Street, Suite 100
Raleigh, NC 27601
Tel: «Telephone»
Fax: «Fax»

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

FILTHEREASY, INC., a Delaware corporation

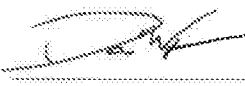
By:

Name:

Title:

BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: DAN WAGNER

Title: AVP

Address for Notices:

Attn:

107 Fayetteville Street, Suite 100

Raleigh, NC 27601

Tel: «Telephone»

Fax: «Fax»

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

[Signature page to IP Security Agreement]

PATENT
REEL: 050864 FRAME: 0172

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist







Mark	Country	App. No.	Class(es)	Filing Date	Reg. No.	Reg. Date	Status
SECOND NATURE	U.S.	88464818	21	June 7, 2019	n/a	n/a	Pending
SECOND NATURE	U.S.	88464811	11	June 7, 2019	n/a	n/a	Pending
SECOND NATURE	U.S.	88464805	35	June 7, 2019	n/a	n/a	Pending
	U.S.	88464843	21	June 7, 2019	n/a	n/a	Pending
	U.S.	88464839	11	June 7, 2019	n/a	n/a	Pending
	U.S.	88464833	35	June 7, 2019	n/a	n/a	Pending
FILTEREASY	U.S.	87782515	11 & 35	February 2, 2018	5569377	September 25, 2018	Registered
	U.S.	87431394	11	May 1, 2017	5548385	August 28, 2018	Registered
	U.S.	87426192	11	April 26, 2017	5478739	May 29, 2018	Registered
	U.S.	86095542	11	October 18, 2013	4563005	July 8, 2014	Registered

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
FOLDING AIR FILTER ASSEMBLIES		62/742,708		
COLLAPSIBLE AIR FILTER ASSEMBLIES		62/831,263		
Folding Air Filter Assembly and Apparatus		15/251,218		
Folding Air Filter Assembly and Apparatus		16/454,185		
<u>FILTEREASY.COM</u>	4563005	86095542		7/8/2014
FILTEREASY	5478739	87426192		5/29/2018
FILTEREASY	5569377	87782515		9/25/2018
Elephant logo	5548385	87431394		8/28/2018
METHODS, SYSTEMS, AND DEVICES FOR A SERVICE ORIENTED ARCHITECTURE FOR FACILITATING AIR FILTER REPLACEMENTS METHODS, SYSTEMS, AND DEVICES FOR A		62/692,991		

SERVICE ORIENTED ARCHITECTURE FOR FACILITATING AIR FILTER REPLACEMENTS				
VARIABLE AIR FILTER ASSEMBLIES		PCT/US19/40251		
VARIABLE AIR FILTER ASSEMBLIES		3035173		
VARIABLE AIR FILTER ASSEMBLIES		PCT/US19/19947		
VARIABLE AIR FILTER ASSEMBLIES		62/694,091		
Systems, Devices, Components, and Methods for Foldable and Expandable Air Filters		16/288,304		
Folding air filter assembly and apparatus				
Variable air filter assemblies		PCT/US2019/019947		
methods, systems, and devices for a service oriented architecture for facilitating air filter replacements				
Variable air filter assemblies				
Folding air filter assemblies				
collapsible air filter assemblies				