

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6346929

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BLACK GOLD COIN, INC.	06/25/2020
RECEIVING PARTY DATA	
Name:	BELL NUNNALLY & MARTIN LLP
Street Address:	2323 ROSS AVE., SUITE 1900
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15949467
Application Number:	15961603
Application Number:	15335344
Application Number:	15961647
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>	
Email:	ip@bellnunnally.com
Correspondent Name:	JEFFREY ANSLEY
Address Line 1:	2323 ROSS AVE., SUITE 1900
Address Line 4:	DALLAS, TEXAS 75201
NAME OF SUBMITTER:	JEFFREY A. TINKER
SIGNATURE:	/Jeffrey A. Tinker/
DATE SIGNED:	10/13/2020
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made as of June 25, 2020 by Marcus Andrade, an individual (“Andrade”), and Black Gold Coin, Inc, a Wyoming corporation (“BGC”, collectively with Andrade, the “Debtor”), in favor of Bell Nunnally & Martin LLP (“BNM”).

RECITALS:

WHEREAS, pursuant to certain Engagement Letters and Invoices more fully described in the Agreement and Instructions Regarding Payment of Bell Nunnally & Martin LLP between BGC and BNM and the Agreement and Instructions Regarding Payment of Bell Nunnally & Martin LLP between NAC Foundation, LLC, a Texas limited liability company (“NAC”) and BNM, of even dates herewith, as amended, restated, supplemented, or otherwise modified from time to time with preapproval by Andrade in writing (individually, “Agreement,” and collectively, the “Agreements”), between Debtor and BNM, BNM has performed certain services for Debtor pursuant to the terms and conditions thereof and upon the condition, among others, that Debtor shall execute and deliver to BNM this Patent Security Agreement, which is enacted upon default of either or both Agreement(s);

WHEREAS, pursuant to this Patent Security Agreement, Debtor agrees to execute and deliver to BNM a security interest in all right, title, and interest of Debtor in, to, and under all now owned or hereafter acquired patents and/or applications related to inventions known as digital currency, splitting of data, and cross-verification, including (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present, and future infringements and dilutions thereof, and (iv) all of Debtor’s rights corresponding thereto throughout the world (“Patents”) and all licenses held by Debtor related to the Patents (the “Patent Intellectual Property Licenses”), including, but not limited to, those identified on “Exhibit B” of the Agreements and Schedule I hereto (collectively, “Andrade Patent Rights”), which does not include the patent portfolio relating to an invention referred to as “biometrics on a blockchain” and the patents and applications related thereto, identified on Exhibit “C” of the Agreement and Schedule II hereto (collectively, the “BOB Patent Rights”) until the Obligations have been satisfied in full.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in this Security Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Debtor hereby grants to BNM a continuing first priority security interest in all of such Debtor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses in and related to the Andrade Patent Rights, including, but not limited to, those referred to on Schedule I hereto, which does not include the BOB Patent Rights;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present, or future infringement or dilution of any Patent or any Patent Licenses in and related to the Andrade Patent Rights under any Patent Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, as defined by the Agreements. Without limiting the generality of the preapproved foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor to BNM, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving the Debtor.

4. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation of any patent related to the Andrade Patent Rights, which are unrelated to the BOB Patent Rights, the provisions of this Patent Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to BNM with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 4, Debtor hereby authorizes BNM to modify this Agreement to include any such new patent rights on Schedule I. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from BNM's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

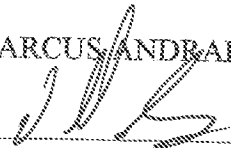
6. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the

satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:


MARCUS ANDRADE

 6-25-20

Marcus Andrade, an individual

BLACK GOLD COIN, Inc, a Wyoming corporation

By:

 6-25-20

Marcus Andrade, President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent No or Serial Number
SN 15949467
SN 2018100503
SN 2018-600052
SN PCT/US18/26956
SN 15/961,603
SN 15/961,647
SN 15/335,344
SN PCT/US17/14938
SN PCT/US18/29350

SCHEDULE II
to
PATENT AND SECURITY AGREEMENT

HPG Reference Number	Patent No or Serial Number
17-10153	US 9,985,964
17-10153-CON (con 1)	US 10,116,657
17-10153-CON2 (con 2)	US 10,182,051
17-101S3-CON3 (con 3)	US 10,298,571
17-10153-CON4 (con 4)	US 10,389,713
17-10153-CON5 (con S)	US 10,298,572
17-101S3-CON6 (con 6)	SN 16/138,781
17-10153-CIP	SN 15/978,004