506328534 10/29/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6375284

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the THE ENTITY TYPE OF THE ASSIGNEE FROM INC TO LLC previously recorded on Reel 053469 Frame 0104. Assignor(s) hereby confirms the GRANTOR HEREBY PLEDGES AND GRANTS TO THE SECURED PARTY A SECURITY INTEREST
RESUBMIT DOCUMENT ID:	506202557

CONVEYING PARTY DATA

Name	Execution Date
WILLIAM K. "PETE" AMLIN	07/28/2020

RECEIVING PARTY DATA

Name:	RUBICON SOLUTIONS, LLC	
Street Address:	415 SE 117TH AVENUE, SUITE 106	
City:	VANCOUVER	
State/Country:	WASHINGTON	
Postal Code:	98683	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9995489

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4438389510

Email: mantone@antonelaw.com

MICHAEL ANTONE Correspondent Name:

Address Line 1: P.O BOX 211

Address Line 4: WEST FRIENDSHIP, MARYLAND 21794

ATTORNEY DOCKET NUMBER:	RLF-004
NAME OF SUBMITTER:	MICHAEL ANTONE
SIGNATURE:	/Michael Antone/
DATE SIGNED:	10/29/2020

Total Attachments: 7

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6246358

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WILLIAM K. "PETE" AMLIN	07/28/2020

RECEIVING PARTY DATA

Name:	RUBICON SOLUTIONS, INC.
Street Address:	415 SE 117TH AVENUE, SUITE 106
City:	VANCOUVER
State/Country:	WASHINGTON
Postal Code:	98683

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9995489

CORRESPONDENCE DATA

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Phone: 4438389510

Email: mantone@antonelaw.com

Correspondent Name: MICHAEL ANTONE

Address Line 1: P.O BOX 211

Address Line 4: WEST FRIENDSHIP, MARYLAND 21794

ATTORNEY DOCKET NUMBER:	RLF-004
NAME OF SUBMITTER:	MICHAEL ANTONE
SIGNATURE:	/Michael Antone/
DATE SIGNED:	08/12/2020

Total Attachments: 6

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source=Intellectual Property Security Agreement - RSLLC and Amlin, William - Fully Executed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of July 28, 2020, is made by and between William K. "Pete" Amlin, an individual residing in the state of Oregon (the "Grantor") in favor of Rubicon Solutions, LLC, a Wyoming limited liability company (the "Secured Party").

RECITALS

- 1. The Grantor has entered into a Limited Personal Guaranty with the Secured Party dated contemporaneously herewith (the "Guaranty").
- 2. The Grantor has entered into a License Agreement with Sun Mountain Stove Works Inc., an Oregon corporation (the "<u>Licensee</u>"), dated contemporaneously herewith (the "<u>License Agreement</u>") pursuant to which Grantor grants Licensee a perpetual, royalty-free, worldwide, exclusive and transferable license, with the right to sublicense, to the Intellectual Property (as defined therein), including without limitation the Patents (defined below).
- 3. In conjunction with the Guaranty and to secure the repayment obligations of the Grantor provided for in the Guaranty, the Grantor hereby desires to grant to the Secured Party a security interest in certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office (the "USPTO").

AGREEMENT

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

- **Section 1. Grant of Security.** Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "IP Collateral"):
 - 1.1 the patents and patent applications set forth in <u>Schedule 1</u> hereto and all provisional and non-provisional applications, and reissue, divisional, continuation, continuation-in-part, renewal, extension, and reexamination patents and patent applications therefrom and amendments thereto (collectively, the "<u>Patents</u>");
 - 1.2 all rights of any kind whatsoever of Grantor accruing under or related to the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - 1.3 all rights of any kind whatsoever of Grantor accruing under or related to the Patents provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- 1.4 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Grantor or Grantor's successor and assigns with respect to the Patents;
- 1.5 any and all claims and causes of action with respect to the Patents, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and
- 1.6 all of Grantor's rights in that certain License Agreement between Grantor and Licensee dated contemporaneously herewith.
- **Section 2. Recordation.** Grantor authorizes the Commissioner for Patents of the USPTO and any other government officials to record and register this IP Security Agreement with the USPTO upon request by the Secured Party and Grantor hereby agrees to execute any additional document, instrument, request, form, registration or filing reasonably necessary to authorize and perform the registration of this IP Security Agreement with the USPTO as contemplated by this <u>Section 2</u>.
- **Section 3. Guaranty.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Guaranty. The provisions of the Guaranty shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Guaranty, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
- **Section 4. Execution in Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
- Section 5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- **Section 6. Governing Law.** This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement, and the transactions contemplated hereby and thereby shall be governed by the laws of the State of Oregon.

Section 7. Submission to Jurisdiction.

7.1 GRANTOR EXCLUSIVELY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF MULTNOMAH COUNTY, OREGON TO THE EXTENT REQUIRED FOR THE LITIGATION OF ANY

CLAIM, DISPUTE OR DIFFERENCE THAT MAY ARISE HEREUNDER, AND EACH PARTY HEREBY IRREVOCABLY CONSENTS THAT SERVICE OF PROCESS SHALL BE VALID IF SERVED IN THE MANNER AND TO THE ADDRESS SET FORTH HEREIN. FINAL JUDGMENT AGAINST GRANTOR IN ANY ACTION, SUIT, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT.

- 7.2 Nothing in this <u>Section 7</u> shall affect the right of Secured Party to (i) commence legal proceedings or otherwise sue Grantor in any other court having jurisdiction over such Grantor or (ii) serve process upon Grantor in any manner authorized by the laws of any such jurisdiction.
- **Section 8. Venue.** Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to IP Security Agreement in any court referred to in <u>Section 7</u> and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- Section 9. Waiver of Jury Trial. GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS IP SECURITY AGREEMENT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.
- **Section 10. Attorney's Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this IP Security Agreement, or otherwise in connection with the subject matter of this IP Security Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- Section 11. Attorneys. The parties understand that the law firm of Rose Law Firm, P.C. has served as legal counsel to Adam Rose in the negotiation of the terms of this IP Security Agreement, and does not represent any other party in connection with this IP Security Agreement. Each of the other parties to this IP Security Agreement acknowledges that the party has consulted with the party's own legal counsel or has knowingly waived the party's right to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PARTIES HAVE CAUSED THIS IP SECURITY AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTOR: William Amlin 1066E1AAA39342A William K. "Pete" Amlin	Address for Notices: 44 Clark St. Creswell, OR 97426 Attention: Pete Amlin	
AGREED TO AND ACCEPTED:		
SECURED PARTY:	Address for Notices:	
RUBICON SOLUTIONS, LLC	415 SE 117 th Ave., Suite 106 Vancouver, WA 98683	
By:Scott Aitchison, Member	Attention: Scott Aitchison -	

IN WITNESS WHEREOF, PARTIES HAVE CAUSED THIS IP SECURITY AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTOR: Address for Notices:

44 Clark St.

William K. "Pete" Amlin Creswell, OR 97426

Attention: Pete Amlin

AGREED TO AND ACCEPTED:

SECURED PARTY:

RUBICON SOLUTIONS, LLC

____DocuSigned by:

Bv: Scott litchison

Scott Aitchison, Member

Address for Notices:

415 SE 117th Ave., Suite 106

Vancouver, WA 98683

Attention: Scott Aitchison

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Pellet stove	United States	US Patent No. 9,995,489	June 12, 2018	William K. Amlin

Patent Applications (Pending, Expired, Abandoned) - None

RECORDED: 08/13/2020