506667943 05/18/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6714758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
KENNETH C CARHART	04/23/2021

RECEIVING PARTY DATA

Name:	MID OREGON FEDERAL CREDIT UNION	
Street Address:	202 NE OLNEY AVENUE	
City:	BEND	
State/Country:	OREGON	
Postal Code:	97701	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8887452

CORRESPONDENCE DATA

Fax Number: (503)228-1741

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: 5032286044

Email: PMIGCHELBRINK@FWWLAW.COM

Correspondent Name: PAUL MIGCHELBRINK Address Line 1: 121 SW MORRISON ST

Address Line 2: SUITE 600

Address Line 4: PORTLAND, OREGON 97204

NAME OF SUBMITTER:	PAUL MIGCHELBRINK	
SIGNATURE:	/Paul Migchelbrink/	
DATE SIGNED: 05/18/2021		
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 3

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> **PATENT REEL: 056270 FRAME: 0308** 506667943

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of <u>Opril a3</u>, 2021 by and between Mid Oregon Federal Credit Union ("Lender") and Kenneth C. Carhart ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to ROTBLOC, LLC ("Borrower") in the amounts and manner set forth in those certain Business Loan Agreements by and between Lender and Borrower of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreements"). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Patents (as described below) to secure the obligations of Borrower under the Loan Agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest.</u> To secure the obligations of Borrower under the Loan Agreements, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the following intellectual property (the "Intellectual Property Collateral"):
- (a) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit A</u> attached hereto (collectively, the "Patents");
- (b) Any and all claims for damages by way of past, present and future infringements 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;
- (c) All licenses or other rights to use any of the Patents and all license fees and royalties arising from such use to the extent permitted by such license or rights;
 - (d) All amendments, extensions, renewals and extensions of any of the Patents; and
- (j) All 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.
- Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Lender.
- 3. <u>Authorization</u>. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreements, which are hereby incorporated by reference.
- 5. <u>Execution in Counterparts</u>. This 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

PATENT REEL: 056270 FRAME: 0309 when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Governing Law.</u> This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

Kenneth C. Carhart

LENDER:

MID OREGON FEDERAL CREDIT UNION

By: Mike Testerman

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EXHIBIT A

Patents

<u>Description</u>

Registration/

Registration/ Application <u>Date</u>

Application Number

Apparatus and method for protecting in-ground wood

8,887,452

November 18, 2014

PATENT REEL: 056270 FRAME: 0311

RECORDED: 05/18/2021