

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7131910

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROGUE OUTDOOR ADVENTURES LLC	12/30/2021
RECEIVING PARTY DATA		
Name:	EVOLVE BANK & TRUST	
Street Address:	999 18TH STREET, SUITE 1415 N	
City:	DENVER	
State/Country:	COLORADO	
Postal Code:	80202	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D672837
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:	5613939111	
Email:	matt@fogellawgroup.com	
Correspondent Name:	MATTHEW GREENBERG	
Address Line 1:	2500 N. MILITARY TRAIL	
Address Line 2:	SUITE 200	
Address Line 4:	BOCA RATON, FLORIDA 33431	
NAME OF SUBMITTER:	MATTHEW GREENBERG	
SIGNATURE:	/Matthew Greenberg/	
DATE SIGNED:	01/20/2022	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 8		
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REEL: 058715 FRAME: 0266

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of December 30, 2021, by and between **Rogue Outdoor Adventures LLC, an Oregon limited liability company** ("Debtor"), the address of which is 4856 Pioneer Road, Medford, OR 97501, in favor of **Evolve Bank & Trust**, its successors and assigns ("Secured Party"), the address of which is 999 18th Street, Suite 1415N, Denver, CO 80202.

RECITALS:

A. The Secured Party has made a loan to the Debtor in the amount of **Three Hundred Thousand and No/100 Dollars (\$300,000.00)** ("Loan") as evidenced by that certain Promissory Note of even date herewith ("Note").

B. To secure Debtor's obligations under the Note to the Secured Party, the undersigned desires to enter into this Agreement.

NOW, THEREFORE, the undersigned hereby acknowledges and agrees that the foregoing Recitals are true and correct and in consideration of the premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned agrees as follows:

SECTION 1. GRANT OF SECURITY INTEREST

The Debtor hereby grants the Secured Party a first position lien and security interest in the items described in Exhibit "A" attached hereto and made a part hereof and all of the following-described property (collectively, "Collateral"):

1.1 Accounts Receivable and Other Intangibles. All of the Debtor's accounts, contract rights, instruments, documents, chattel paper, general intangibles (including, but not limited to, choses in action, tax refunds, and insurance proceeds); any other obligations or indebtedness owed to the Debtor from whatever source arising; all rights of the Debtor to receive any payments in money or in kind; all guaranties of the foregoing and security therefor; all the right, title, and interest of the Debtor in and with respect to the goods, services, or other property that gave rise to or that secure any of the foregoing and insurance policies and proceeds relating thereto; all rights of the Debtor as an unpaid seller of goods and services, including, but not limited to, the rights of stoppage in transit, replevin, reclamation, and resale; and all of the foregoing, whether or not now owned or hereafter created or acquired.

1.2 Inventory. All goods, merchandise, and other personal property now owned or hereafter acquired by the Debtor that are held for sale or lease, or are furnished to or to be furnished under any contract of services or are raw materials, work-in-process, supplies, or materials used or consumed in the Debtor's business, and all products thereof, and all substitutions, replacements, additions, or accessions therefor or thereto.

1.3 Machinery, Equipment, Furniture, and Fixtures. All machinery and equipment and furniture and fixtures now owned, or hereafter acquired, by the Debtor and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefore.

1.4 Proceeds. All cash and noncash proceeds of the foregoing, including, but not limited to, insurance proceeds, cash, checks, monies on deposit in any bank or banks, and accounts receivable; provided that this provision shall not be construed as a waiver of any restriction contained in this Security Agreement against alienating or encumbering the Collateral.

1.5 Intellectual Property; Contracts and Agreements; Documents and Similar Items. Any and all of Debtor's intellectual property and other intangible rights including, but not limited to, websites and website content; URL's; social networking and marketing content, links and rights; and all data regarding same. Any and all contracts and agreements to which Debtor is a party. Any and all telephone and facsimile numbers used by Debtor and/or any of its officers, employees, and/or principals in connection with Debtor's business. Any and all ledger sheets, files, records, documents, and instruments (including, but not limited to computer programs, tapes, disks, diskettes, and related electronic processing software) evidencing an interest in or relating to any or all of the above.

SECTION 2. OBLIGATIONS SECURED

The obligations secured by this Security Agreement are:

2.1 Promissory Note. Timely payment of principal and interest, and all other amounts, due under the Note.

2.2 Other Covenants and Conditions. Performance or observance by the Debtor of the other covenants and conditions of the Note, this Security Agreement, and/or all other documents evidencing the Loan (collectively, "Loan Documents").

2.3 Other Obligations. Any other indebtedness, liability, or obligation of the Debtor to the Secured Party, however arising, whether now existing or hereafter arising, due or not due, absolute or contingent, liquidated or unliquidated, including indebtedness, liabilities, and obligations on which the Debtor is jointly liable with other parties.

2.4 Expenses of Secured Party. All expenses incurred or paid by the Secured Party for purposes of conserving and protecting the Collateral including, but not limited to, reasonable attorney's fees and other legal expenses incurred in connection with retaking, holding, preparing for sale, and selling the Collateral.

2.5 Legal Expenses. Reasonable attorney's fees and other expenses incurred by the Secured Party in any and all legal proceedings, through all pre-trial, trial, appellate and post-judgment proceedings, brought to enforce and/or to collect any obligation secured by the Note, this Security Agreement, and/or all other Loan Documents, or to enforce any term or provision of the Note, this Security Agreement, and/or all other Loan Documents including, without limitation, any legal proceeding brought to foreclose or otherwise realize upon the Collateral.

SECTION 3. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to the Secured Party that:

3.1 Organization. The Debtor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with all powers necessary to own its assets and property and to carry on its business as now owned and conducted.

3.2 Authority. The Debtor has full power and authority to execute and deliver this Security Agreement, to perform the Debtor's obligations under this Security Agreement, and the execution and delivery of this Agreement has been duly authorized and approved by the Debtor's board of directors. This Security Agreement will not result in or constitute a default or an event that, with notice or lapse of time or both, would be a default, breach, or violation of the Debtor in any agreement, lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other instrument or arrangement to which the Debtor is a party or by which the Debtor, or any of the Collateral, is bound.

3.3 Ownership of Collateral. Debtor is the sole owner of the Collateral, free and clear of any and all

liens or encumbrances, and will defend the same against all claims and demands of all persons whomsoever.

SECTION 4. DEBTOR'S RIGHTS AND COVENANTS

4.1 Possession of Collateral. Until there is a default under the terms of this Security Agreement, the Debtor may retain possession of the Collateral and may use the Collateral in a manner not inconsistent with this Security Agreement.

4.2 No Disposition of Collateral. Except for its inventory, which the Debtor may sell, lease, or otherwise transfer in the ordinary course of the Debtor's business, the Debtor shall not sell, transfer, lease, or otherwise dispose of the Collateral.

4.3 Use of Collateral. The Debtor shall keep the Collateral in good order and repair and shall protect the Collateral from waste, loss, or damage. The Debtor shall not cause or permit the Collateral to be attached or affixed to real estate in such manner that it will become a fixture. Debtor shall not use or permit the use of the Collateral in violation of any applicable law, statute, ordinance, or regulation. Except for the sale of inventory and the use of equipment in the ordinary course of the Debtor's business, the Debtor shall not remove any collateral from the address set forth below for the giving of notices to the Debtor.

4.4 Liens, Encumbrances, and Taxes. The Debtor shall keep the Collateral free and clear of any and all liens and encumbrances, excepting only the lien created by this Security Agreement. The Debtor shall pay when due all taxes, fees, or assessments imposed upon or with respect to the Collateral.

4.5 Records and Inspection. The Debtor shall at all times maintain complete and accurate records of the Debtor's business, specifically including Debtor's accounts receivable and contract rights, in accordance with generally accepted accounting procedures and practices. The Secured Party, and the Secured Party's agents or representatives, shall have the right to inspect and audit the Debtor's books and records at all reasonable times. The Secured Party, and the Secured Party's agents or representatives, shall also have the right to come upon Debtor's place of business for the purpose of inspecting or examining the Collateral or to take a physical inventory of the Debtor's inventory and stock of merchandise.

4.6 Insurance. The Debtor shall keep the Collateral insured against fire or other casualty in an amount equal to its full insurable value with loss payable to the Secured Party and the Debtor as their interests may appear at the time of loss, with priority in payment to the Secured Party. Such insurance shall be obtained under policies that are not subject to cancellation or modification by the insurer without at least 10 days' prior written notice to the Secured Party. The Debtor shall furnish the Secured Party with such evidence of the Debtor's compliance with this Section 4.6 as the Secured Party may, from time to time, reasonably require.

SECTION 5. DEFAULT

Time is of the essence of this Security Agreement. Any of the following shall constitute a default under this Security Agreement:

5.1 Payment Defaults. The Debtor shall fail to pay when due any installment of principal or interest on any obligation of Debtor pursuant to the Note, this Security Agreement, and/or any of the other Loan Documents.

5.2 Other Defaults. The Debtor shall fail to observe or perform any covenant, agreement, or provision contained in the Note, this Security Agreement, and/or any of the other Loan Documents to be performed by the Debtor (other than payment of the obligations secured).

5.3 Representations and Warranties. Any representation or warranty made by the Debtor in this Security Agreement proves to have been untrue in any material respect as of the date when made or furnished.

5.4 Loss of or Damage to Collateral. Collateral with a book value of \$500.00 or more, as determined from the Debtor's books, is lost, destroyed, stolen, or substantially damaged, and such loss, destruction, theft, or damage is not covered by insurance.

5.5 Financial Distress. The Debtor shall (a) discontinue business; (b) make a general assignment for the benefit of creditors; (c) apply for or consent to the appointment of a receiver, a trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets; (d) be adjudicated a bankrupt or insolvent; (e) voluntarily or involuntarily, file a petition in bankruptcy or file a petition or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of debtors, or admit (by answer by default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement, insolvency, or other proceeding (whether federal or state) relating to relief of debtors. There shall have been entered any judgment, decree, or order entered by a court of competent jurisdiction that approves a petition seeking reorganization of the Debtor, appoints a receiver, trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets, or takes any other action that in the opinion of the Secured Party would jeopardize the security interest created by this Security Agreement. The Debtor takes or omits to take any action for the purpose or with the result of effecting or permitting any of the circumstances described in this *Section 5.5*.

5.6 Foreclosure Suit. Commencement of a foreclosure action or proceeding by any third party against the Collateral, or any portion thereof, if the Secured Party reasonably determines that such action or proceeding would jeopardize the security interest created by this Security Agreement.

SECTION 6. RIGHTS OF SECURED PARTY

6.1 Acceleration and Remedies. Upon default by the Debtor, the Secured Party may, at the option of Secured Party, declare the unpaid balances of all indebtedness owed by the Debtor to the Secured Party immediately due and payable, and the Secured Party shall have and may exercise each and all of the remedies granted to the Secured Party by the Uniform Commercial Code, together with any other remedies which may be available to Secured Party under this Security Agreement or by applicable law.

6.2 Accounts Receivable. Following default by the Debtor, or any time before default when the Secured Party reasonably deems the Secured Party to be insecure, the Secured Party notify any account debtor or obligor of Debtor to make payment to the Secured Party. The Debtor hereby authorizes the Secured Party to endorse any checks, drafts, or other instruments received by the Secured Party as the act and deed of the Debtor. At the request of the Secured Party at any time after the Secured Party is entitled to notify account debtors, the Debtor shall deliver to the Secured Party all original documents evidencing the sale and delivery of merchandise or services performed which created any of the accounts receivable that are part of the Collateral, including original contracts, orders, invoices, bills of lading, warehouse receipts, and shipping receipts. The Debtor shall also deliver to Secured Party all security or guarantees held by the Debtor with respect to such accounts receivable.

6.3 Documents. Following default by the Debtor, or any time before default when the Secured Party reasonably deems the Secured Party to be insecure, the Secured Party may require the Debtor to deliver to the Secured Party all original documents, drafts, acceptances, notes, securities, instruments, and chattel paper that constitutes part of the Collateral.

6.4 Payment of Debtor's Obligations. If the Debtor fails to insure the collateral as required under the terms of this Security Agreement, or if the Debtor fails to pay any premium for such insurance, or fails to pay any tax, fee, or assessment imposed upon or with respect to the Collateral, or fails to pay any debt or obligation giving rise to any lien or encumbrance on the Collateral, Secured Party may pay the same, whether before or after default by the Debtor. All such amounts paid by the Secured Party shall constitute an obligation of the Debtor to the Secured Party, shall be payable upon demand, shall bear interest at the highest

rate permitted by law, and shall be secured by this Security Agreement.

6.5 Assembling the Collateral. In exercising its rights following default by the Debtor, the Secured Party may require the Debtor to assemble the Collateral and make the Collateral available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.

6.6 Notice. Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold on a recognized market, the Secured Party shall give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made. For this purpose, notice given at least 10 days before the time of the sale or other disposition shall be conclusively presumed to be reasonable (provided that setting forth of this one commercially reasonable method of disposing of the collateral is not intended to limit its disposition to that method only).

6.7 Sale of Collateral. In connection with any sale of the Collateral, the Debtor agrees that it is commercially reasonable to sell the Collateral at public or private sale as one lot or in several lots and at prices that are substantially lower than those for which the Collateral would sell in the ordinary course of retail sales. A public sale in the following fashion shall be conclusively presumed to be reasonable:

6.7.1 Location. The sale shall be held in the county of the Debtor's principal place of business or the county in which the Collateral, or any part of the Collateral, is located.

6.7.2 Auction. The sale shall be by auction, but the sale does not need to be conducted by a professional auctioneer.

6.7.3 Terms of Sale. The terms of sale shall require that payment be made at the time of the sale in cash or by cashier's check.

6.7.4 Sale as Is. The Collateral shall be sold "as is" and without any preparation for sale.

6.7.5 Bids by Secured Party. The Secured Party may bid on all or any portion of the Collateral.

6.8 Other Disposition. Secured Party shall be under no obligation to sell the Collateral and is under no obligation to complete a sale of the Collateral if, in the reasonable business judgment of the Secured Party, none of the offers received reasonably approximates the fair value of the Collateral. If the Secured Party elects not to sell the Collateral, the Secured Party may elect to follow the procedures set forth in the Uniform Commercial Code for retaining the Collateral in satisfaction of the obligations secured by this Security Agreement, subject to the Debtor's rights under such procedures.

6.9 Receiver. In addition to the other rights granted under this Security Agreement, the Secured Party shall, in the event of a default by the Debtor, be entitled to the appointment of a receiver, at Debtor's expense, for the operation, maintenance, use, sale, lease, application and/or collection of the Collateral, or any portion thereof, as a matter of right regardless of whether the apparent value of the Collateral (to the extent such receiver shall control or otherwise use it) exceeds the outstanding principal amount of the obligations secured by this Security Agreement. Any receiver appointed may serve without bond. Any receiver's employment by Secured Party shall not disqualify such person or entity from serving as the receiver.

6.10 Marshalling. The Secured Party shall not be required to marshal security and may proceed to foreclose or otherwise realize upon the Collateral and any other security for the obligations secured by this Security Agreement in such order and in such manner as the Secured Party may determine in the Secured Party's sole discretion.

SECTION 7. FINANCING STATEMENTS

Debtor hereby authorizes Secured Party to, from time to time and at Debtor's expense, file one or more financing statements pursuant to the Uniform Commercial Code (including all amendments thereto) in order to perfect the Secured Party's security interest under this Security Agreement. In addition, promptly upon the request of Secured Party, Debtor shall execute any and all documents Secured Party deems necessary to perfect the Secured Party's security interest under this Security Agreement. Secured Party may also file this Security Agreement as a financing statement.

SECTION 8. ASSIGNMENT OF SECURED PARTY'S INTEREST

The Secured Party shall have the right to assign the Secured Party's interest in this Security Agreement and the security interest created under this Security Agreement. If such an assignment is made, the Debtor agrees not assert any claim that the Debtor may now have or hereafter acquire against the Secured Party by way of defense, counterclaim, setoff, cross complaint, or otherwise in any legal proceeding against the Debtor initiated by the assignee of the Secured Party's interest.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties; provided that this provision shall not be construed as a waiver of any restriction contained in this Security Agreement against alienating or encumbering the Collateral. If more than one person is named in this Security Agreement as the Debtor, each of such persons shall be jointly and severally liable for the obligations of the Debtor under this Agreement.

9.2 Continuing Obligation. If, after the payment of any and all amounts due under the Note, the Debtor becomes liable to the Secured Party with respect to any new obligations, this Security Agreement shall immediately become effective with respect to any and all such new obligations then in existence and thereafter created without the necessity of any further act, agreement or writing by any party hereto, the intent being that the Security Agreement shall be a continuing obligation of the Debtor.

9.3 Notice. Any notice or other communication required or permitted to be given under this Agreement or the Uniform Commercial Code shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier, and delivered to the parties at the addresses provided above. All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

9.4 Applicable Law. This Security Agreement shall be governed by and shall be construed in accordance with the laws of the state of Oregon and venue for any and all actions or proceedings pursuant hereto shall be Jackson County, Oregon.

9.5 No Waiver. No waiver of any provision of this Security Agreement or any obligation secured by this Security Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.6 Litigation Expense. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Security Agreement, or for the purpose of collecting any obligation secured by this Security Agreement, the Secured Party shall be entitled to recover any and all costs and expenses incurred in connection therewith including, without limitation, attorneys' fees and costs through pre-trial, trial, appellate and post-judgment proceedings, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. In addition, the Secured Party

shall be entitled to recover attorney's fees and legal expenses incurred by the Secured Party in connection with retaking, holding, preparing for sale, and selling the Collateral.

9.7 WAIVER OF JURY TRIAL. THE PARTIES HERETO MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE BY VIRTUE OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, CONSUMMATION, EXECUTION OR PERFORMANCE UNDER THIS AGREEMENT.

9.8 United States Small Business Administration. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- (b) SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

If any interest in the Collateral is sold or transferred without the prior written consent of SBA, SBA may, if it so chooses, require immediate payment in full of all sums secured by this instrument.

The parties hereto have executed this Agreement the day and year first written above.

Debtor:

**Rogue Outdoor Adventures LLC, an Oregon
limited liability company**

By: 

Name: Charles Dalton Wammock

Title: Manager

Exhibit "A"

JP Tool 155 Schulz Rd, Medford, OR 97502 Phone#541 664-6743

- Progressive Punch Press Die for .308/5 Magazine Body \$18,475.00
- Progressive Punch Press Die for .308/10 Magazine Body \$19,600.00
- Progressive Punch Press Die for .300/5 Magazine Body \$24,540.00
- Progressive Punch Press Die for 30/06 Conversion \$3,000.00
- Progressive Punch Press Die for LA Bottom Plate \$3,915.00
- Progressive Punch Press Die for SA Bottom Plate \$3,720.00

Protomold 5353 N Medford Industrial Rd, Central Point, OR 97502 Phone 541 779-9477

- Multi Cavity Injection Mold for LA Follower \$2,000.00
- Multi Cavity Injection Mold SA Follower \$1,975.00
- Multi Cavity Injection Mold for Loader \$1,220.00

Brill Metal Works 5310 Bierson Way, Central Point, OR 97502 Phone #541 664-4401

- .223 Magazine Body Die Plates \$822.00
- 30/06 Magazine Body Die Plates \$930.00
- .338 Lapua Magazine Body Die Plates \$1,080.00
- .308 Magazine Body Die Plates \$875.00

-United States Patent No. D672837 ("Rifle Magazine")