

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7939146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GREENEARTH CLEANING, L.L.C.	05/01/2023
RECEIVING PARTY DATA	
Name:	UMB BANK, N.A.
Street Address:	1010 GRAND BLVD
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64106
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	17245578
Application Number:	13268250
Patent Number:	8123819
Patent Number:	8613804
Patent Number:	6086635
Patent Number:	6063135
Patent Number:	6059845
Patent Number:	6056789
Patent Number:	6042617
Patent Number:	6042618
Patent Number:	5942007
CORRESPONDENCE DATA	
Fax Number:	(816)474-3216
<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:	8164748100
Email:	sfaction@spencerfane.com
Correspondent Name:	KYLE L. ELLIOTT, SPENCER FANE LLP
Address Line 1:	1000 WALNUT STREET, SUITE 1400
Address Line 4:	KANSAS CITY, MISSOURI 64106

ATTORNEY DOCKET NUMBER:	4321905-999KCY
NAME OF SUBMITTER:	KYLE L. ELLIOTT, REG NO. 39485
SIGNATURE:	/kle/
DATE SIGNED:	05/05/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of May 1, 2023 is made by and between GREENEARTH CLEANING, L.L.C., a Florida limited liability company ("GreenEarth"), and UMB BANK, N.A., a national banking association ("Lender").

WHEREAS, GreenEarth, CLEAN FRANCHISE BRANDS, LLC, a Delaware limited liability company, CLEAN FRANCHISE BRANDS, INC., a Florida corporation, MARTINIZING INTERNATIONAL, LLC, a Delaware limited liability company, NEXT STEP FRANCHISING, LLC, a Delaware limited liability company (collectively, "Borrower"), and Lender are party to that certain Loan and Security Agreement dated as of the approximate date hereof (as hereafter modified, amended or restated, herein the "Loan Agreement") pursuant to which Lender agreed to make extensions of credit to Borrower (terms used but not defined herein have the meanings ascribed thereto in the Loan Agreement); and

WHEREAS, to induce Lender to make Loans to Borrower under the Loan Agreement, GreenEarth has agreed to grant Lender a security interest in all of GreenEarth's intellectual property;

NOW, THEREFORE, based on these recitals, the mutual covenants, terms, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement or UCC; Construction. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC. In this Agreement, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Missouri.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of Borrower's obligation to Lender under the Loan Agreement and all other documents and instruments executed in connection therewith (the "Loan Documents"), GreenEarth hereby grants to Lender a security interest in, and a mortgage upon, all of GreenEarth's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which GreenEarth now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral");

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such

patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including any such trademarks, service marks, or other marks or tradenames but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) all copyrights and other intellectual property;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by GreenEarth connected with and symbolized by any of the aforementioned properties and assets;

(v) all general intangibles and all intellectual or other intangible property of GreenEarth of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(vi) all cash and non-cash proceeds, replacements of, substitutions for and accessions of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Loan Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other Loan Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Further Acts. On a continuing basis, GreenEarth shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the first perfected security interest granted or purported to be granted hereby, to ensure GreenEarth's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, the Copyright Office, or any other office necessary for perfection of the security interests herein granted at the expense of GreenEarth. In addition, GreenEarth authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If GreenEarth shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, GreenEarth shall promptly notify Lender in a writing signed by GreenEarth of the brief details thereof and grant to the Lender in such writing

a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Lender.

SECTION 5. Authorization to Supplement. If GreenEarth shall obtain rights to any new intellectual property, the provisions of this Agreement shall automatically apply thereto. GreenEarth shall give prompt notice in writing to Lender with respect to any such new Collateral or renewal or extension of any Collateral registration. Without limiting GreenEarth's obligations under this Section, GreenEarth authorizes Lender to modify this Agreement by amending the schedules hereto to include any such new patent, trademark rights, copyrights or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

SECTION 6. Default; Remedies. Subject to any right to cure provided in the Loan Agreement, an Event of Default shall exist under this Agreement upon the occurrence of an Event of Default under the Loan Agreement. Thereafter, the Lender and may proceed to enforce payment of the Obligation, to exercise any or all rights and remedies provided herein, in the other Loan Documents, and by the UCC and otherwise available at law or in equity.

SECTION 7. Miscellaneous:

(a) Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Lender and its successors and assigns. GreenEarth may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Documents.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Missouri, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Missouri.

(c) Entire Agreement; Amendment. This Agreement, the Loan Agreement, and the other Loan Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement.

(d) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart.

(e) Termination. Upon payment and performance in full of the Obligations, the security interests created by this Agreement shall terminate and Lender (at GreenEarth's expense) shall promptly execute and deliver to GreenEarth such documents and instruments reasonably requested by GreenEarth as shall be necessary to evidence termination of all such security interests given by GreenEarth to Lender hereunder, including without limitation cancellation of this Agreement by written notice from Lender to the PTO.

(f) Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

(g) Power of Attorney. The Lender is hereby fully authorized and empowered (without the necessity of any further consent or authorization from GreenEarth) and the right is expressly granted to the Lender, and GreenEarth hereby constitutes, appoints and makes the Lender as GreenEarth's true and law attorney-in-fact and agent for GreenEarth and in GreenEarth's name, place and stead with full power of substitution, in the Lender's name or GreenEarth's name or otherwise, for the Lender's sole use and benefit, but at GreenEarth's cost and expense, to exercise, without notice, any powers at any time with respect to all or any of the Collateral after the occurrence of any Event of Default under the Loan Agreement, the other Loan Documents or under this Agreement which has not been timely cured.

(h) Inconsistencies with the Loan Agreement. To the extent any terms hereof are inconsistent with the terms of the Loan Agreement, the terms of the Loan Agreement will control.

[Signature Page to Follow]

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

GREENEARTH CLEANING, L.L.C.,
a Florida limited liability company

By: 
Name: Kevin DuBois
Title: Manager

Agreed and accepted:

UMB BANK, N.A.,
a national banking association

By: _____
Name: Drew McCart
Title: Vice President

*Signature page in
Intellectual Property Security Agreement (GreenEarth)
UMB Bank, N.A./Clean Franchise Brands, LLC*

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

GREENEARTH CLEANING, L.L.C.,
a Florida limited liability company

By: _____
Name: Kevin DuBois
Title: Manager

Agreed and accepted:

UMB BANK, N.A.,
a national banking association

By:  _____
Name: Drew McCart
Title: Vice President

**SCHEDULE A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

Owner	Patent No. or Application Number	Title	Country
GreenEarth	US-20210346535-A1	Anti-Viral Dry Cleaning Process	USA
GreenEarth	US-11554188-B2	Anti-viral dry cleaning process	USA
GreenEarth	US-20120085634-A1	DRY CLEANING SOLVENT	USA
GreenEarth	US-8123819-B2	System and method for dry cleaning articles	USA
GreenEarth	US-20120260435-A1	SYSTEM AND METHOD FOR DRY CLEANING ARTICLES	USA
GreenEarth	US-8613804-B2	System and method for dry cleaning articles	USA
GreenEarth	US-6086635-A	System and method for extracting water in a dry cleaning process involving a siloxane solvent	USA
GreenEarth	US-6063135-A	Dry cleaning method and solvent/detergent mixture	USA
GreenEarth	US-6059845-A	Dry cleaning apparatus and method capable of utilizing a siloxane composition as a solvent	USA
GreenEarth	US-6056789-A	Closed loop dry cleaning method and solvent	USA
GreenEarth	US-6042617-A	Dry cleaning method and modified solvent	USA
GreenEarth	US-6042618-A	Dry cleaning method and solvent	USA
GreenEarth	US-5942007-A	Dry cleaning method and solvent	USA

SCHEDULE B
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS, SERVICE MARKS AND TRADENAMES

Owner	Serial Number	Registration Number	Word Mark	Filing Date
GreenEarth	88794722	6672809	REMOVING MICROPLASTICS ONE LOAD OF LAUNDRY AT A TIME	February 12, 2020
GreenEarth	88794707	6672808	SEACLEAR	February 12, 2020
GreenEarth	88794691	6672807	N/A (Design Only)	February 12, 2020
GreenEarth	88212125	6809235	SEACLEAR	November 30, 2018
GreenEarth	75726675	2488599	IT'S GOOD FOR EVERYBODY	June 11, 1999
GreenEarth	75713691	2496831	N/A (Design Only)	May 25, 1999
GreenEarth	75659038	2413095	GREENEARTH	March 12, 1999