

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI165389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TitanLiner, Inc.	04/12/2024
RECEIVING PARTY DATA	
Company Name:	CapTex Bank
Street Address:	1301 West 7th Street, #201
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	8998013
Patent Number:	9126745
Patent Number:	9221598
Patent Number:	9828173
Patent Number:	10131494
Patent Number:	10549907
Patent Number:	10843868
Patent Number:	11383924
CORRESPONDENCE DATA	
Fax Number:	8178789747
<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:	18178783547
Email:	cheryl.leb@kellyhart.com
Correspondent Name:	Ms. Cheryl P. Leb
Address Line 1:	201 Main Street, Suite 2500
Address Line 4:	Fort Worth, TEXAS 76102
NAME OF SUBMITTER:	CHERYL LEB
SIGNATURE:	CHERYL LEB
DATE SIGNED:	04/15/2024

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of April 12, 2024, is made by and between TitanLiner Inc., a Nevada corporation with an address of 2465 Forest Park Blvd., Fort Worth, Texas 76110 (the "**Debtor**") in favor of CapTex Bank, with an address of 1301 West 7th Street, #201, Fort Worth, Texas 76102 (the "**Secured Party**").

WHEREAS, the Debtor, together with its co-borrower Van Zandt Supply, Ltd., has entered into a Security Agreement dated of even date herewith (the "**Security Agreement**"), with the Secured Party;

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Debtor, 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 United States Copyright Office, and the Canadian Intellectual Property Office.

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

1. Grant of Security. Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Debtor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations and applications set forth in Schedule 1 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, 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.

2. Recordation. Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials anywhere in the world to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement 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 Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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.

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.

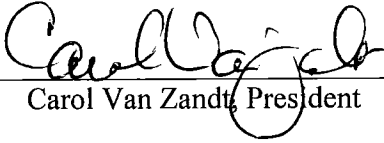
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signatures Appears on the Following Page]

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

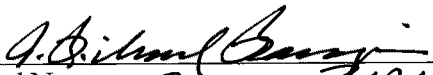
DEBTOR:

TITANLINER INC.,
a Nevada corporation

By: 
Carol Van Zandt, President

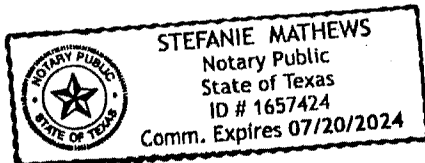
AGREED TO AND ACCEPTED:

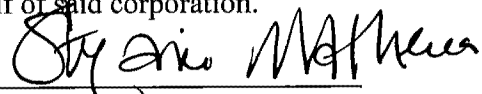
CAPTEX BANK

By: 
Printed Name: J. RICHARD BARAJAS
Title: EXECUTIVE VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

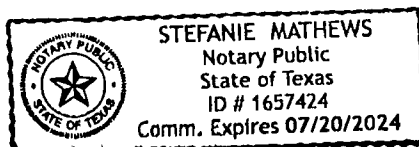
This instrument was acknowledged before me on April 12th, 2024, by Carol Van Zandt, President of TitanLiner, Inc., a Nevada corporation, on behalf of said corporation.




Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on April 12th, 2024, by Richard Barajas as Exec V.P. of CapTex Bank, a Texas state bank, on behalf of said bank.




Notary Public, State of Texas

SCHEDULE 1


Patents

Patent Reference	Country	Patent Application Title	Status	Patent No.	Application Number	Filing Date	Grant Date	Expiry Date
TITA04-00002	United States of America	PORTABLE CONTAINMENT SYSTEMS FOR HAZARDOUS OR OTHER MATERIALS	Granted	8,998,013	13/616,602	2012-09-14	2015-04-07	2032-09-14
TITA04-00004	United States of America	PORTABLE CONTAINMENT SYSTEM FOR HAZARDOUS OR OTHER MATERIALS	Granted	9,126,745	14/223,425	2014-03-24	2015-09-08	2032-09-14
TITA04-00005	United States of America	PORTABLE CONTAINMENT SYSTEM FOR HAZARDOUS OR OTHER MATERIALS	Granted	9,221,598	14/284,641	2014-05-22	2015-12-29	2032-09-14
TITA04-00006	United States of America	PORTABLE CONTAINMENT SYSTEM FOR HAZARDOUS OR OTHER MATERIALS	Granted	9,828,173	14/840,863	2015-08-31	2017-11-28	2032-09-14
TITA04-00013	United States of America	PORTABLE CONTAINMENT SYSTEM FOR HAZARDOUS OR OTHER MATERIALS	Granted	10,131,494	15/800,614	2017-11-01	2018-11-20	2032-09-14
TITA04-00018	United States of America	PORTABLE CONTAINMENT SYSTEM FOR HAZARDOUS OR OTHER MATERIALS	Granted	10,549,907	16/188,810	2018-11-13	2020-02-04	2032-09-14
TITA04-00019	United States of America	CONTAINMENT SYSTEM FOR HAZARDOUS OR OTHER MATERIALS	Granted	10,843,868	16/554,317	2019-08-28	2020-11-24	2039-08-28
TITA04-00021	United States of America	CONTAINMENT SYSTEM FOR HAZARDOUS OR OTHER MATERIALS	Granted	11,383,924	17/094,485	2020-11-10	2022-07-12	2039-08-28

Patent Applications

Title	Jurisdiction	Application or Publication Number	Filing Date	Record Owner
None				

Trademark Registrations

File Reference	Trademark	Design	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Int. Classes	Owner	Next Deadline	Due Date
TITA04-00000007	TITANLINER		United States of America	Registered	87170683	Sep 13 2016	5259390	Aug 8 2017	2, 19, 37	TITAN LINER, INC.	Sec 8 Affidavit due	Aug 8 2023
TITA04-00000015	T Shield Design		United States of America	Registered	87724528	Dec 18 2017	5659241	Jan 22 2019	2, 19, 37	TITAN LINER, INC.	Sec 8 Affidavit due	Jan 22 2025
TITA04-00000016	PORTASHIELD		United States of America	Registered	88007869	Jun 20 2018	5852924	Sep 3 2019	19	TITAN LINER, INC.	Sec 8 Affidavit due	Sep 3 2025
TITA04-00000020	QUICKSHIELD		United States of America	Registered	88372004	Apr 4 2019	6040267	Apr 28 2020	19	TITAN LINER, INC.	Sec 8 Affidavit due	Apr 28 2026
TITA04-00000009	TITANLINER		Canada	Registered	1826700	Mar 10 2017	TMA1077370	Apr 24 2020	2, 19, 37	TITANLINER, INC.	Next Renewal Due	Apr 24 2030

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Record Owner
None					

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	Record Owner
NONE				

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	Record Owner
NONE				

Domain Names

Titanliner.com

Intellectual Property Licenses [LIST LICENSES, IF ANY]