

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARTHSTONE INTERNATIONAL, LLC		11/20/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	78140570	POOLSTONE	
Serial Number:	76417186	POWERSAND	
Serial Number:	76090945	GRILLSTONE	
Serial Number:	75447125	QUIK SAND	
Serial Number:	74672305	EARTHSTONE	
Serial Number:	74646204	SAND QUIK	
Serial Number:	75270958	ONE WAY STREET	
Serial Number:	75977114	INCREDI-BLOCK	
Serial Number:	75977237	WE RUB THE EARTH THE RIGHT WAY	
Serial Number:	76090946	BODYSTONE	
Serial Number:	76090950	ECOMAX	
Serial Number:	76207741	POWERSTONE	
Serial Number:	76434393	EARTHSTONE GROWING CRYSTALS	
Serial Number:	78215883	QUIK SAND HANDI-BLOC	
Serial Number:	75358202	WE RUB THE EARTH THE RIGHT WAY	
Serial Number:	75447126	QUIK-SAND	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 78140570

Fax Number: 9193541278

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: 9193143114

Email: loandocsdept@square1bank.com

Correspondent Name: PACIFIC WESTERN BANK

Address Line 1: 406 BLACKWELL STREET

Address Line 2: SUITE 240

Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:	NICHOLAS NANCE
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SIGNATURE:	/NICHOLASNANCE-JLT/
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DATE SIGNED:	03/31/2016
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 20, 2015 by and between **PACIFIC WESTERN BANK**, a California state chartered bank (“**Bank**”) and **EARTHSTONE INTERNATIONAL LLC** a Delaware limited liability company (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Financing Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Financing Agreement”; capitalized terms used herein are used as defined in the Financing Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Financing Agreement.

C. Pursuant to the terms of the Financing Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Financing Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, “Intellectual Property Collateral”).

This security interest is granted in conjunction with the security interest granted to Bank under the Financing Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any other documents executed by Client in connection or related to the Financing Agreement, and those which are now or hereafter available to Bank as a matter of law or equity (collectively, the

“Financing Documents”). Each right, power and remedy of Bank provided for herein or in the Financing Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Financing Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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:

Address of Grantor:

EARTHSTONE INTERNATIONAL LLC

1197 Parkway Drive
Santa Fe, NM 87507

By: 

Name: Andrew Ungertides

Title: Chair

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: Marty Zankich

Title: VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NA		

EXHIBIT B**PATENTS**

Description	Application Number OR Patent Number	Application OR Filing Date
FOAMED GLASS ARTICLE FOR PREPARING SURFACES, USE THEREFOR, AND METHOD OF MAKING SAME	5821184	10/13/1998
FOAMED GLASS ARTICLE FOR PREPARING SURFACES USE THEREFOR AND METHOD OF MAKING SAME	5972817	10/26/1999
APPARTUS AND METHOD FOR MANUFACTURING FOAMED MATERIAL	5983671	11/16/1999
METHOD OF STONE WASHING FABRIC WITH A SYNTHETIC ABRASIVE STONE	RE35634	10/21/1997
METHOD OF MAKING A FOAMED GLASS COMPOSITE PANEL AND USE THEREFOR	10244640	09/16/2002
FOAMED GLASS AND GROUND GLASS SURFACE OR OBJECT TREATING AGENT, USE THEREFOR, AND METHOD OF MAKING SAME	10273764	10/18/2002
FOAMED VITROEOUS MATERIALS FOR AGRICULTURAL APPLICATIONS	7739833	06/22/2010
HYBRID COMPOSITE HYDROPONIC SUBSTRATE SYSTEM	11776995	07/12/2007
HYBRID COMPOSITE HYDROPONIC	11845591	08/27/2007

SUBSTRATE SYSTEM		
CLOSED-PORE GLASS SOIL ADDITIVES AND A METHOD FOR USING THE SAME	11872946	10/16/2007
ELIMINATION OF CRYSTALLINE SILICA FROM WHITE FOAM GLASS BY CHEMICAL ADDITIONS	10848844	05/19/2004
FOAMED GLASS CERAMIC COMPOSITE MATERIALS AND A METHOD FOR PRODUCING THE SAME	11276193	02/17/2006
ACOUSTIC DRIVEN TOUGHENED FOAM GLASS ABRASIVE DEVICES AND A METHOD FOR PRODUCING THE SAME	11674789	02/14/2007
METHOD AND APPARATUS USING FOAMED GLASS FILTERS FOR LIQUID PURIFICATION, FILTRATION, AND FILTRATE REMOVAL AND ELIMINATION	11872935	10/16/2007
SYNTHETIC ABRASIVE STONES AND METHOD FOR MAKING SAME	5266087	11/30/1993
SYNTHETIC ABRASIVE STONES AND METHOD FOR MAKING SAME	5326382	07/05/1994
METHOD OF REDUCING THE OCCURANCE OF CRYSTALLINE SILICA IN FOAMED GLASS BY THE INTRODUCTION OF CHEMICAL ADDITIVES	12132819	05/28/2009

EXHIBIT C
TRADEMARKS

Description	Serial Number	Registration/ Application Date
POOLSTONE	78140570	07/02/2002
POWERSAND	76417186	06/06/2002
GRILLSTONE	76090945	07/17/2000
QUIK SAND	75447125	03/09/1998
EARTHSTONE	74672305	05/11/1995
SAND QUIK	74646204	03/13/1995
ONE WAY STREET	75270958	04/08/1997
INCREDI-BLOCK	75977114	03/17/1997
WE RUB THE EARTH THE RIGHT WAY	75977237	09/16/1997
BODYSTONE	76090946	07/17/2000
ECOMAX	76090950	07/17/2000
POWERSTONE	76207741	02/07/2001
EARTHSTONE GROWING CRYSTALS	76434393	07/23/2002
QUIK SAND HANDI-BLOC	78215883	02/18/2003
WE RUB THE EARTH THE RIGHT WAY	75358202	09/16/1997
QUIK-SAND	75447126	03/09/1998