

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463165

| | | | |
|---|---|--------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DVM Systems LLC | | 01/10/2018 | Limited Liability Company: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Guaranty Bank and Trust Company | | |
| Street Address: | P.O. Box 5847 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80217 | | |
| Entity Type: | Corporation: COLORADO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85324174 | THE KNOWLEDGE TO PROSPER | |
| Serial Number: | 85253224 | TEMPTRACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9704820819 | | |
| <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: | 9704821056 | | |
| Email: | rdb@rb-legal.com | | |
| Correspondent Name: | Guaranty Bank and Trust Company | | |
| Address Line 1: | 215 W. Oak St., Suite 800 | | |
| Address Line 2: | c/o Richard Beller, Ringenberg & Beller | | |
| Address Line 4: | Fort Collins, COLORADO 80521 | | |
| NAME OF SUBMITTER: | Richard D. Beller | | |
| SIGNATURE: | /Richard D. Beller/ | | |
| DATE SIGNED: | 02/23/2018 | | |
| Total Attachments: 20 | | | |
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UCC Financing Statement

Colorado Secretary of State

Date and Time: 12/29/2017 04:11:31 PM

Master ID: 20172121024

Validation Number: 20172121024

Amount: \$8.00

Debtor: (Organization)

Name: DVM SYSTEMS LLC

Address1: 3115 35TH AVE

Address2:

City: GREELEY

State: CO

ZIP/Postal Code: 80634

Province:

Country: United States

Secured Party: (Organization)

Name: GUARANTY BANK AND TRUST COMPANY

Address1: PO BOX 5847

Address2:

City: DENVER

State: CO

ZIP/Postal Code: 80217

Province:

Country: United States

Collateral

Description:

BUSINESS ASSETS

Attachment #: 1

BUSINESS ASSETS

File name: DVM UCC.pdf

Uploaded: 12/29/2017 04:10:29 PM

COLORADO UCC FINANCING STATEMENT

Filing Fee: \$18

Follow Instructions Carefully

A. NAME & PHONE OF CONTACT (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Guaranty Bank and Trust Company
 P. O. Box 5847
 Denver, CO 80217-5847

ABOVE SPACE FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR

1a. ORGANIZATION'S NAME
DVM SYSTEMS LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3115 35TH AVE GREELEY CO 80634 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1a. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION CO 1g. ORGANIZATIONAL ID#, if any 20091172024 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 2a. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
Guaranty Bank and Trust Company

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
PO Box 5847 Denver CO 80217

4. This FINANCING STATEMENT covers the following collateral:

All inventory, Chattel Paper, Accounts, Equipment and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds)

All right, title and interest in, to and under all intellectual property, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation the following:

- DVM Systems TempTrack software copyright
- DVM Systems TempTrack software users guide copyright
- HerdStrong mobile APP, in progress, development by

5. ALTERNATIVE DESIGNATION (if any) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOER SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS

8. OPTIONAL FILER REFERENCE DATA
2953046001

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UCC FINANCING STATEMENT ADDENDUM

Follow Instructions Carefully

9. NAME OF FIRST DEBTOR (1a OR 1b): CN RELATED FINANCING STATEMENT

| | | | |
|----|---|------------|--------------------|
| OR | 9a. ORGANIZATION'S NAME DVM SYSTEMS LLC | | |
| | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX |

10. MISCELLANEOUS

ABOVE SPACE FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only 225 name (11a or 11b) - do not abbreviate or combine names

| | | | | |
|----|-----------------------------|------------|-------------|--------|
| OR | 11a. ORGANIZATION'S NAME | | | |
| | 11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

| | | | | |
|----------------------|------|-------|-------------|---------|
| 11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|------|-------|-------------|---------|

| | | | |
|-----------------------------------|---------------------------|-----------------------------------|--|
| ADD'L INFO RE ORGANIZATION DEBTOR | 11a. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE |
|-----------------------------------|---------------------------|-----------------------------------|--|

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only 225 name (12a or 12b)

| | | | | |
|----|-----------------------------|------------|-------------|--------|
| OR | 12a. ORGANIZATION'S NAME | | | |
| | 12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

| | | | | |
|----------------------|------|-------|-------------|---------|
| 12c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|------|-------|-------------|---------|

13. This FINANCING STATEMENT covers timber to be cut or as-extracted

collateral, or is filed as a fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

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(b) Any and all technology, know-how and processes, operating manuals, trade secrets, computer hardware and software, and computer hardware and software products, now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(d) All United States and foreign 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 as follows:
 DVM Systems TempTrack software provisional patent
 US Provisional Patent Application Serial No. 62/491,358 entitled: Solus Antenna System filed on April 28, 2017. Patent application and those stemming from this patent application are in the process of being

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured Home Transaction - effective 30 years.

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UCC FINANCING STATEMENT ADDENDUM

Follow Instructions Carefully

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

| | | | |
|----|---|------------|--------------------|
| OR | 9a. ORGANIZATION'S NAME DVM SYSTEMS LLC | | |
| | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX |

10. MISCELLANEOUS

| |
|--|
| |
|--|

ABOVE SPACE FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ggg name (11a or 11b) - do not abbreviate or combine names

| | | | | |
|----|-----------------------------|------------|-------------|--------|
| OR | 11a. ORGANIZATION'S NAME | | | |
| | 11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

| | | | | |
|----------------------|------|-------|-------------|---------|
| 11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|------|-------|-------------|---------|

| | | | |
|----------------------------------|---------------------------|-----------------------------------|--|
| ADDL INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL IDX, if any <input type="checkbox"/> NONE |
|----------------------------------|---------------------------|-----------------------------------|--|

12. ADDITIONAL SECURED PARTY'S OR ASSIGNOR S/P'S NAME - insert only ggg name (12a or 12b)

| | | | | |
|----|-----------------------------|------------|-------------|--------|
| OR | 12a. ORGANIZATION'S NAME | | | |
| | 12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

| | | | | |
|----------------------|------|-------|-------------|---------|
| 12c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|------|-------|-------------|---------|

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description.
 exclusively licensed for "All Animals" for the life of this intellectual property to HerdStrong, LLC.
 US Patent Application Serial No. 14/777,005 entitled: Automated Monitoring of Ruminant Health and Breeding Parameters, under examination by the United States Patent and Trademark Office
 (e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth as follows:
 DVM Systems TempTrack™ software trademark
 DVM System™ trademark
 DVM System "Knowledge to Prosper™" trademark
 (f) 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

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured Home Transaction - effective 30 years.

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UCC FINANCING STATEMENT ADDENDUM

Follow Instructions Carefully

9. NAME OF FIRST DEBTOR (11a OR 11b) ON RELATED FINANCING STATEMENT

| | | |
|--|------------|--------------------|
| 9a. ORGANIZATION'S NAME DVM SYSTEMS LLC | | |
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX |

10. MISCELLANEOUS

ABOVE SPACE FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only ggg name (11a or 11b) - do not abbreviate or combine names

| | | | |
|-----------------------------------|---------------------------|-----------------------------------|---|
| 11a. ORGANIZATION'S NAME | | | |
| OR | | | |
| 11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 11c. MAILING ADDRESS | | CITY | STATE |
| | | POSTAL CODE | COUNTRY |
| ADD'L INFO RE ORGANIZATION DEBTOR | 11d. TYPE OF ORGANIZATION | 11e. JURISDICTION OF ORGANIZATION | 11f. ORGANIZATIONAL ID# if any <input type="checkbox"/> NONE |

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only ggg name (12a or 12b)

| | | | |
|-----------------------------|------------|-------------|---------|
| 12a. ORGANIZATION'S NAME | | | |
| OR | | | |
| 12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 12c. MAILING ADDRESS | | CITY | STATE |
| | | POSTAL CODE | COUNTRY |

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing

14. Description of real estate:

15. Additional collateral description:
above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, or any licenses (now existing or later acquired) to use any Copyrights, Patents, or Trademarks belonging to any other person, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) 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.

15. Name and address of a RECORD OWNER of above-described real estate
(If Debtor does not have a record interest).

17. Check **only** if applicable and check **only** one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check **only** if applicable and check **only** one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 30 years.

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is entered into as of this 17th day of November 2017 by and between Guaranty Bank and Trust Company, whose address is 2700 47th Avenue, Greeley, Colorado 80634 (together with its successors and assigns, if any, "Secured Party") and DVM Systems, LLC, a Colorado limited liability company, with its principal place of business at 3115 35th Avenue, Greeley, Colorado 80634 ("Debtor").

WHEREAS, Secured Party has agreed to provide financing to the Debtor; and

WHEREAS, Debtor has executed that certain Promissory Note for a line of credit in the face amount of \$750,000.00 (the "Note") of even date herewith pursuant to which Debtor has agreed to repay the amounts due to Secured Party, together with interest thereon; and

WHEREAS, in order to secure the Liabilities (as defined below), the parties have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. CREATION OF SECURITY INTEREST.

Debtor hereby pledges, grants and assigns to Secured Party a continuing security interest in and to all Debtor's tangible and intangible personal property of whatever description and wherever located, now existing or hereafter created, including, but not limited to accounts, contract rights, equipment, inventory, proceeds, furnishings, fixtures, supplies, construction materials and other personal or mixed property in which Debtor has an interest (all of the foregoing being hereinafter individually and collectively referred to as the "Collateral"). The security interest created hereby in the Collateral constitutes continuing security for all of the following obligations, indebtedness and liabilities, whether now existing or hereafter incurred or arising: (a) the payment by Debtor, as and when due and payable, of all amounts from time to time owing by Debtor under or in respect of the Note, this Security Agreement, and any other documents evidencing or given in connection with the Note and/or this Security Agreement (the Related Documents"), (b) all loans and future advances made by Secured Party to Debtor and all other debts, obligations and liabilities of every kind and character of Debtor now or hereafter existing in favor of Secured Party, whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Secured Party or a to a third party and subsequently acquired by Secured Party and whether such debts, obligations or liabilities are evidenced by notes, open account, security agreement, guaranty or otherwise, (c) all renewals, extensions, amendments, modifications, supplements or restatements of or substitutions for any of the foregoing, and (d) the due performance and observance by Debtor of all of its other obligations from time to time existing under or in respect of any of the Related Documents (the "Liabilities"). As used herein, the term "Liabilities" refers to all present and future indebtedness, obligations and liabilities of whatever type which are described above, including any interest which accrues after

TRADEMARK

REEL: 006278 FRAME: 0294

the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Debtor. Debtor hereby acknowledges that the Liabilities are owed to Secured Party and that Secured Party is entitled to the benefits of the security interests given under this Agreement.

2. INTELLECTUAL PROPERTY INCLUDED IN GRANT OF SECURITY INTEREST.

In addition to the security interest pledged above, Debtor specifically grants and pledges a security interest in all of Debtor's right, title and interest in, to and under all of Debtor's intellectual property (also collectively defined as the "Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all technology, know-how and processes, operating manuals, trade secrets, computer hardware and software, and computer hardware and software products, now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(d) All United States and foreign 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 Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, or any licenses (now existing or later acquired) to use any Copyrights, Patents, or Trademarks belonging to any other person, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) 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.

This security interest is granted in conjunction with the security interest granted in paragraph 1 above. Each right, power and remedy of Secured Party provided for herein or in any of the other Related 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. The exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, or any of the other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR.

Debtor hereby represents, warrants and covenants as of the date hereof that:

- a. Debtor is, and will remain, duly organized, existing and in good standing under the laws of the State set forth in the first paragraph of this Agreement, has its chief executive offices at the location set forth in such paragraph, and is, and will remain, duly qualified and licensed in every jurisdiction where such qualification or licensing is necessary to carry on its business and operations;
- b. Debtor has adequate power and capacity to enter into, and to perform its obligations, under the Related Documents;
- c. The Related Documents have been duly authorized, executed and delivered by Debtor and constitute legal, valid and binding obligations, contracts and agreements of Debtor enforceable under all applicable laws in accordance with their terms, subject, however, to laws of general application affecting creditors' rights and general principles of equity;
- d. No approval, consent or withholding of objections is required from any governmental authority or instrumentality or any other person or entity with respect to the entry into, or performance by, Debtor of any of the Related Documents, except such as may have already been obtained;

- e. The entry into, and performance by, Debtor of the Related Documents will not (i) violate any of the organizational documents of Debtor or any judgment, order, law or regulation applicable to Debtor, or (ii) result in any breach of, constitute a default under, or result in the creation of any lien, claim or encumbrance on any of Debtor's property (except for liens in favor of Secured Party) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement, or other agreement or instrument to which Debtor is a party;
- f. There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Debtor which could, in the aggregate, have a material adverse effect on Debtor, its business or operations, or its ability to perform its obligations under the Related Documents;
- g. All financial statements delivered to Secured Party in connection with the Liabilities have been prepared in accordance with generally accepted accounting principles, consistently applied, and since the date of the most recent financial statement, there has been no material adverse change;
- h. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party as provided herein, free and clear of any lien, adverse claim or encumbrance other than Permitted Liens. This Agreement creates a valid and binding security interest in favor of Secured Party in the Collateral, which security interest secures all of the Liabilities;
- i. Secured Party's filing of a financing statement with the Secretary of State of the state in which Debtor is organized which sufficiently identifies the Collateral will perfect and establish the first priority of Secured Party's security interest in the Collateral. Secured Party may also file financing statements or similar notifications of its security interest with the U.S. Patent and Trademark Office, and/or the U.S. Copyright Office. No further or subsequent filing, recording, registration, other public notice or other action is necessary or desirable to perfect or otherwise continue, preserve or protect such security interest except for continuation statements described in UCC Article 9 and for filings required to be filed in the event of a change in the name, identity or corporate structure of Debtor;
- j. The Collateral is, and will remain, free and clear of all liens, claims and encumbrances of every kind, nature and description, except for (i) liens created by Secured Party, (ii) liens in favor of Secured Party, (iii) liens for taxes not yet due or for taxes being contested in good faith and which do not involve, in the reasonable judgment of Secured Party, any risk of the sale, forfeiture or loss of any of the Collateral, and (iv) inchoate materialmen's, mechanic's, repairmen's and similar liens arising by operation of law in the normal course of business for amounts which are not delinquent (all of such permitted liens being hereinafter referred to as "Permitted Liens");

- k. Debtor will comply in all material respects with all applicable laws and regulations of governmental authorities (including, without limitation, environmental laws and ERISA).

4. COLLATERAL.

Until the declaration of any default hereunder, Debtor shall remain in possession of the Collateral; provided, however, that Secured Party shall have the right to possess (i) any chattel paper or instrument that constitutes a part of the Collateral and (ii) any other Collateral which because of its nature may require that Secured Party's security interest therein be perfected by possession. Secured Party, its successors and assigns, and their respective agents, shall have the right to examine and inspect any of the Collateral at any time during normal business hours. Upon any request from Secured Party, Debtor shall provide Secured Party with notice of the then current location of the Collateral.

Debtor shall (i) use the Collateral only for commercial or business purposes and only in its trade or business, (ii) maintain all of the Collateral in good condition, repair and working order, (iii) use and maintain the Collateral only in compliance with all applicable laws, governmental requirements, all requirements of insurance policies required hereunder and all manufacturers' instructions and warranty requirements, and all licenses, (iv) operate the Collateral in a careful and proper manner, and (v) keep all of the Collateral free and clear of all liens, claims and encumbrances (except for Permitted Liens). Debtor will, at its sole expense, maintain each item of the Collateral in good condition, repair, and working order in accordance with manufacturer's and dealer's recommendations, reasonable wear and tear excepted. Debtor will not, without the prior written consent of Secured Party, affix or install any addition, attachment or accessory on any Collateral if such addition, attachment or accessory will impair the originally intended function or use of the Collateral. Debtor will not, without the prior written consent of Secured Party, affix or install any Collateral to or in any other personal or real property. Debtor will not be negligent in the care and use of the Collateral.

Debtor shall not, without the prior written consent of Secured Party, (i) part with possession of any of the Collateral (except to Secured Party or for maintenance and repair), (ii) remove any of the Collateral from the continental United States or (iii) sell, rent, lease, mortgage, grant a security interest in or otherwise transfer, assign or encumber (except for Permitted Liens) any of the Collateral. Debtor's obligations are not assignable by operation of law or otherwise. However, Debtor may license its intellectual property rights to third parties through short-term, non-exclusive licenses without violating this provision. Debtor shall pay promptly when due and make filings with respect to all taxes, license fees, assessments and public and private charges levied or assessed on any of the Collateral, based on the ownership or on the use thereof, or on this Agreement or any of the other Related Documents. At its option, Secured Party may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the maintenance, insurance and preservation of the Collateral or to effect compliance with the terms of this Agreement or any of the other Related Documents. Debtor shall reimburse Secured Party, on demand, for any and all costs and expenses incurred by Secured Party in connection therewith and agrees that such reimbursement obligation shall be secured hereby.

Debtor shall, at all times, keep accurate and complete records of the Collateral, and Secured Party, its successors and assigns, and their respective agents, shall have the right to examine, inspect, and make extracts from all of Debtor's books and records relating to the Collateral at any time during normal business hours.

Any third person at any time and from time to time holding all or any portion of the Collateral shall be deemed to, and shall hold the Collateral as the agent of, and as pledge holder for, Secured Party. At any time and from time to time, Secured Party may give notice to any third person holding all or any portion of the Collateral that such third person is holding the Collateral as the agent of, and as pledge holder for, the Secured Party.

5. INSURANCE.

Debtor shall hold the Collateral at Debtor's risk. Debtor, at its sole expense, shall procure and maintain property damage insurance, including without limitation, against loss or damage by fire and extended coverage perils, theft and burglary, and where requested by Secured Party, against other risks as required thereby, for the full replacement value thereof, with companies, in amounts and under policies acceptable to Secured Party. Debtor shall provide the Secured Party with public liability and property damage coverage applicable to the Collateral in such amounts and in such forms as Secured Party shall reasonably require.

Debtor shall deliver to Secured Party policies or certificates of insurance evidencing such coverage. Each policy shall name Secured Party as loss payee and additional insured thereunder, shall provide for coverage to Secured Party regardless of the breach by Debtor of any warranty or representation made therein, shall not be subject to co-insurance, and shall provide for thirty (30) days prior written notice to Secured Party of the cancellation or material modification thereof. In the event of an assignment of this Agreement of which Debtor receives notice, Debtor shall cause such insurance to provide the same protection to the assignee as its interests may appear. Secured Party shall have no duty to examine any certificate or other evidence of insurance, or to advise Debtor in the event that its insurance is not in compliance with this Section 5. Debtor hereby appoints Secured Party as its attorney in fact to make proof of loss, claim for insurance and adjustments with insurers, and to execute or endorse all documents, checks or drafts in connection with payments made as a result of any such insurance policies. The proceeds of such property damage insurance, at the option of Secured Party, shall be applied towards (a) the repair or replacement of the Collateral, or (b) payment of any of the Liabilities.

6. REPORTS.

Debtor shall notify Secured Party in writing not less than 60 days in advance in the event of (i) any change in the name of Debtor or change in the State of formation of Debtor, (ii) any relocation of its chief executive offices, or (iii) any relocation of any of the Collateral. Debtor shall promptly notify Secured Party in the event of (a) any of the Collateral being lost, stolen, missing, destroyed, materially damaged or worn out, or (b) any lien, claim, legal dispute, or encumbrance attaching or being made against any of the Collateral other than Permitted Liens. Debtor shall additionally furnish to Secured Party within 5 business days such other information relating to the Collateral, this Agreement or the operations or financial conditions of Debtor as the Secured Party

may reasonably request. Secured Party may at any reasonable time examine the books and records of Debtor and make copies thereof.

7. FURTHER ASSURANCES; POWER OF ATTORNEY; INDEMNITY; EXPENSES.

(a) Debtor shall, upon request of Secured Party, furnish to Secured Party such further information, execute and deliver to Secured Party such documents and instruments (including, without limitation, Uniform Commercial Code financing statements, or filings with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office) and do such other acts and things, as Secured Party may at any time reasonably request relating to the perfection or protection of the security interest created by this Agreement or for the purpose of carrying out the intent of this Agreement. Without limiting the foregoing, Debtor shall cooperate and do all acts deemed necessary or advisable by Secured Party to continue in Secured Party a perfected first security interest in the Collateral, and shall obtain and furnish to Secured Party any subordinations, releases, landlord, bailee, lessor, or mortgagee waivers, and similar documents as may be from time to time requested by, and which are in form and substance satisfactory to Secured Party.

(b) Debtor hereby irrevocably authorizes Secured Party at any time to file, without the signature of Debtor, in any jurisdiction any financing statements and amendments thereto with respect to the Collateral, including with the Secretary of State of Colorado or any other state, or with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office. Debtor hereby grants to Secured Party the power to sign Debtor's name and generally to act on behalf of Debtor to execute and file applications for title, transfers of title, financing statements, notices of lien and other documents pertaining to any or all of the Collateral. Debtor shall, if any certificate of title be required or permitted by law for any of the Collateral, obtain such certificate showing the lien hereof with respect to the Collateral and promptly deliver same to Secured Party. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact and proxy, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion upon the occurrence and during the continuation of a Default or an Event of Default to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement. Debtor hereby acknowledges that such power of attorney and proxy are coupled with an interest, are irrevocable, and are to be used by Secured Party.

(c) Debtor shall indemnify, defend and hold harmless, on an after-tax basis, the Secured Party, its successors and assigns, and their respective directors, officers and employees, from and against any and all claims, actions, liability or expense, and suits (including, without limitation, related attorneys' fees and expenses) of any kind, nature or description whatsoever arising, directly or indirectly, in connection with any of the Collateral to the extent such claims, actions and suits arise after the Collateral is delivered to Debtor. While it is not anticipated that Secured Party shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, copyright, trademark or service mark infringement claim. Debtor shall be obligated under Section 7(c) as primary obligor, whether or not Secured Party shall also be indemnified with respect to the same matter under any other agreement or by any other person. Secured Party may

proceed directly against Debtor under Section 7(c) without first resorting to any other rights of indemnification. If any action, suit or proceeding is brought against Secured Party in connection with any claim indemnified under Section 7(c), Debtor may (and at Secured Party's request, shall) at Debtor's sole expense, defend such action, suit or proceeding by counsel selected by Debtor and approved by Secured Party. Debtor's obligations under Section 7(c) shall survive any termination or expiration of this Agreement.

(d) The Debtor shall be responsible for all reasonable and customary costs of documentation and closing associated with this Agreement, including, but not limited to, Secured Party's attorney fees, filing, titling, consulting fees, appraisal fees and the like (the "Expenses"). Debtor shall remit promptly to Secured Party the reimbursement of the Expenses upon receipt of an invoice.

8. EVENTS OF DEFAULT.

Each of the following shall be an event of default ("Event of Default") under this Agreement and each of the other Related Documents:

- a. Debtor fails to pay any installment or other amount due or coming due under the Note or this Agreement on the due date;
- b. Any attempt by Debtor, without the prior written consent of Secured Party, to sell, rent, lease, mortgage, grant a security interest in, or otherwise transfer or encumber (except for Permitted Liens) any of the Collateral. However, a short-term, non-exclusive license shall not constitute a prohibited transfer constituting a default under this provision.
- c. Debtor fails to procure, or maintain in effect at all times, any of the insurance in accordance with Section 5 of this Agreement;
- d. Debtor breaches any of its other obligations under any of the Related Documents and fails to cure the same within thirty (30) days after written notice thereof;
- e. Any warranty, representation or statement made by Debtor in any of the Related Documents or otherwise in connection with any of the Liabilities shall be false or misleading in any material respect;
- f. Any of the Collateral becomes subjected to, or threatened with attachment, execution, levy, seizure or confiscation in any legal proceeding or otherwise;
- g. The destruction or damage of the Collateral to an extent that in the reasonable opinion of Secured Party render repair impractical or uneconomical, or the loss or theft of the Collateral;
- h. Any guarantee given to guarantee the Liabilities or any other obligations of Debtor to Secured Party (a "Guarantee") shall be unenforceable for any reason or a default occurs under any Guarantee;

- i. Any dissolution, termination of existence, merger, consolidation, change in controlling ownership, insolvency, sale of all or substantially all of the assets, or business failure of Debtor or any guarantor;
- j. Debtor or Guarantor defaults under any other agreement with Secured Party or any of its affiliates, including without limitation any other promissory note or security agreement
- k. Debtor or Guarantor defaults in the payment of any obligation of over \$10,000, including without limitation under any loan, credit agreement, lease or other indebtedness, and such default continues without being cured, waived or consented to, beyond the grace period, if applicable, or such obligation is accelerated or declared due and payable prior to its stated maturity;
- l. Debtor or Guarantor: (i) commences a voluntary case under Title 11 of the United States Bankruptcy Code, as from time to time in effect, or authorizes, by appropriate proceedings of its board of directors or other governing body, the commencement of such a voluntary case, (ii) has filed against it a petition commencing an involuntary case under Title 11 of the United States Bankruptcy Code which remains undismissed or undischarged for 30 days after the date it is filed; (iii) seeks relief as a debtor under any applicable law, other than Title 11 of the United States Bankruptcy Code, of any jurisdiction, relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or consents to or acquiesces in such relief, (iv) has entered against it an order by a court of competent jurisdiction (a) finding it to be bankrupt or insolvent, (b) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (c) assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property; or (v) makes an assignment for the benefit of, or enters into a composition agreement with, its creditors, or appoints or consents to the appointment of a receiver or other custodian for all or a substantial part of its property;
- m. Secured Party shall in good faith deem itself insecure as a result of a material adverse change in Debtor's financial condition or otherwise.

9. REMEDIES ON DEFAULT.

Upon the occurrence of an Event of Default, the Secured Party, at its option, may declare any or all of the Liabilities to be immediately due and payable, without demand or notice to Debtor. Following an Event of Default, the Liabilities shall bear interest (both before and after any judgment) until paid in full at the default interest rate stated in the Note.

Upon the occurrence of an Event of Default, Secured Party shall have all of the rights, options, duties and remedies of a Secured Party under the Uniform Commercial Code as enacted in Colorado or any other applicable jurisdiction, and under any other applicable law. Without

limiting the foregoing, Secured Party shall have the right to (i) notify any account debtor of Debtor or any obligor on any instrument which constitutes part of the Collateral to make payment to the Secured Party, (ii) with or without legal process, enter any premises where the Collateral may be and take possession and/or remove said Collateral from said premises, (iii) sell the Collateral at public or private sale, in whole or in part, and have the right to bid and purchase at said sale, and/or (iv) sell, lease or otherwise dispose of all or part of the Collateral, applying proceeds therefrom to the Liabilities. If requested by Secured Party, Debtor shall promptly assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Secured Party may also render any or all of the Collateral unusable at the Debtor's premises and may dispose of such Collateral on such premises without liability for damages, damages to contents, rent or costs. Any notice which Secured Party is required to give to Debtor under the Uniform Commercial Code of the time and place of any public sale or the time after which any private sale or other intended disposition of the Collateral is to be made shall be deemed to constitute reasonable notice if such notice is given to the last known address of Debtor at least five (5) days prior to such action.

Proceeds from any sale or lease or other disposition shall be applied: first, to all costs of transportation, repossession, storage, refurbishing, advertising and disposition including without limitation attorneys', appraisers', brokers' and auctioneers' fees; second, to discharge the Liabilities and to pay any expenses incurred in paying or settling liens and claims against the Collateral; and lastly, to Debtor, if there exists any surplus. Debtor shall remain fully liable for any deficiency.

In the event this Agreement, any Note or any other Related Documents are placed in the hands of an attorney for collection of money due or to become due or to obtain performance of any provision hereof, Debtor agrees to pay all reasonable attorneys' fees and expenses incurred by Secured Party, and further agrees that payment of such fees is secured hereunder.

Secured Party's rights and remedies hereunder or otherwise arising are cumulative and may be exercised singularly or concurrently. Neither the failure nor any delay on the part of the Secured Party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver is in writing and signed by Secured Party. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

DEBTOR HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE OTHER RELATED DOCUMENTS, ANY OF THE LIABILITIES SECURED HEREBY, ANY DEALINGS BETWEEN DEBTOR AND SECURED PARTY RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN DEBTOR AND SECURED PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT

MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY OTHER RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. DEBTOR WAIVES THE RIGHT TO FILE ANY AMENDMENTS OR TERMINATIONS OF FINANCING STATEMENTS WITHOUT SECURED PARTY'S SIGNATURE.

10. ASSIGNMENT BY SECURED PARTY; NO ASSIGNMENT BY DEBTOR.

The Secured Party may at any time and from time to time, sell, transfer or grant liens on the Collateral, and assign, as collateral security or otherwise, this Agreement, any Note and/or any of the other Related Documents, in whole or in part without notice to Debtor. Debtor acknowledges that Secured Party may assign this Agreement, any Note and/or any of the Related Documents to a lender in connection with the financing of the Collateral and Debtor agrees, in the event of such assignment, to execute and deliver an acknowledgement letter confirming that the lender has (and may exercise either in its own name or in the name of Secured Party) all of the rights, powers, privileges and remedies, but none of the obligations of Secured Party under this Agreement, any Note and/or any of the other Related Documents; waiving for the benefit of the lender any defense, counterclaim, setoff, abatement, reduction or recoupment that Debtor may have against Secured Party; and agreeing to make all payments due and other sums due under this Agreement, any Note and/or any other Related Documents to the lender or as it may direct, confirming the status of the Related Documents and confirming such other factual matters concerning the Related Documents as Secured Party may request. Debtor shall not assign, mortgage, sublet, hypothecate or in any way dispose of all or any part of the Collateral or its rights or obligations under any of the Related Documents without the prior written consent of Secured Party which Secured Party may grant or withhold in its sole discretion.

11. MISCELLANEOUS.

All notices to be given in connection with this Agreement shall be in writing, shall be addressed to the parties at their respective addresses set forth herein above (unless and until a different address may be specified in a written notice to the other party), and shall be deemed given (i) on the date of receipt if delivered in hand or by facsimile transmission, (ii) three (3) days after deposit in the United States mail, duly addressed and with first class postage prepaid, or (iii) two (2) days after delivery to a recognized overnight carrier or delivery service. As used herein, the term "business day" shall mean and include any day other than Saturdays, Sundays, or legal holiday (determined under the laws of the State of Colorado) on which commercial banks in the State of Colorado are required or authorized to close.

Time is of the essence hereof. This Agreement shall be binding, jointly or severally, upon all parties described as the "Debtor" and their respective heirs, executors, representatives, successors

and assigns, and shall inure to the benefit of Secured Party, its successors and assigns. This Agreement and the other Related Documents constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior understandings (whether written, oral or implied) with respect thereto. To the extent permitted by applicable law, Debtor hereby waives any provision of law which renders any provision of this Agreement and the other Related Documents prohibited or unenforceable in any respect. No term or provision of this Agreement and the other Related Documents may be amended, altered, waived, discharged or terminated orally, but may be amended, altered, waived, discharged or terminated only by an instrument in writing signed by a duly authorized officer of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. Section headings contained in this Agreement have been included for convenience only, and shall not affect the construction or interpretation hereof.

This Agreement shall continue in full force and effect until all of the Liabilities have been paid in full to Secured Party. The surrender, upon payment or otherwise, of any Note or any of the other documents evidencing any of the Liabilities shall not affect the right of Secured Party to retain the Collateral for such other Liabilities as may then exist or as it may be reasonably contemplated will exist in the future. This Agreement shall automatically be reinstated in the event that Secured Party is ever required to return or restore the payment of all or any portion of the Liabilities (all as though such payment had never been made).

All representations and warranties of Debtor and covenants and agreements of Debtor in the Related Documents shall survive the execution and delivery of any other Related Documents and the creation of the Liabilities.

Any provision of the Related Documents which may be finally determined by competent authority to be invalid, prohibited or unenforceable shall be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision to the extent of such invalidity, prohibition or unenforceability in the jurisdiction of such authority only, and the remaining provisions of this Agreement and the other Related Documents shall remain in full force and effect hereof in such jurisdiction and in any other jurisdiction.


This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado. The parties hereto (i) designate the Weld County District Court, in Colorado, as the forum where all matters pertaining to this Agreement may be adjudicated, and (ii) by the foregoing designation, consent to the jurisdiction and venue of such court for the purpose of adjudicating all matters pertaining to this Agreement. Debtor waives personal service of all notices upon it and consents that service of such notices may be made by mail or messenger directed to it at its address set forth above and that service so made shall be deemed to be completed upon the earlier of actual receipt or three (3) days after the same shall have been posted to Debtor's said address. Nothing herein contained shall affect Secured Party's right to serve legal process in any other manner permitted by law or to bring any suit, action or proceeding against Debtor or its property in the courts of any other jurisdiction.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, Debtor and Secured Party, intending to be legally bound hereby, have duly executed this Agreement as of the day and year first aforesaid.


SECURED PARTY:

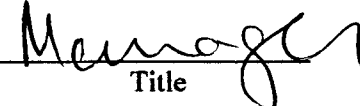
GUARANTY BANK AND TRUST COMPANY,

By: 
Michael Bond, Market President

DEBTOR:

DVM Systems, LLC

By: 
Bill Fisher

Its: 
Title


DVM Systems, LLC
By: 
IMS: CEO

Exhibit A – Copyrights

DVM Systems TempTrack software copyright

DVM Systems TempTrack software users guide copyright

HerdStrong mobile APP, in progress, development by Chetu

Exhibit B – Patents

DVM Systems TempTrack software provisional patent

US Provisional Patent Application Serial No. 62/491,358 entitled: Bolus Antenna System filed on April 28, 2017. Patent application and those stemming from this patent application are in the process of being exclusively licensed for “All Animals” for the life of this intellectual property to HerdStrong, LLC.

US Patent Application Serial No. 14/777,005 entitled: Automated Monitoring of Ruminant Health and Breeding Parameters, under examination by the United States Patent and Trademark Office.

Exhibit C – Trademarks

DVM Systems TempTrack™ software trademark

DVM Systems™ trademark

DVM Systems “Knowledge to Prosper™” trademark