

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Covalon Technologies AG LTD.		10/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cenorin, LLC		
<b>Street Address:</b>	6324 S. 199th Place, #107		
<b>City:</b>	Kent		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98032		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73247470	AQUA GUARD	
<b>Serial Number:</b>	77923465	AQUAGUARD GLOVE	
<b>Serial Number:</b>	77954865	GLOVE	
<b>Serial Number:</b>	77954879	AQUAGUARD GLOVE	
<b>Serial Number:</b>	85486275	WATER-SEAL BAND	
<b>Serial Number:</b>	85478388	AQUAGUARD BOOT	
<b>Serial Number:</b>	85478393	AQUAGUARD BOOT	
<b>Serial Number:</b>	85478399	BOOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	206-447-4686		
<b>Email:</b>	brooks.lindsay@foster.com		
<b>Correspondent Name:</b>	Brooks H. Lindsay, Foster Pepper PLLC		
<b>Address Line 1:</b>	1111 Third Avenue, Suite 3000		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	206951-3		
<b>NAME OF SUBMITTER:</b>	Brooks H. Lindsay		

CH \$215.00 73247470

<b>SIGNATURE:</b>	/Brooks H. Lindsay/
<b>DATE SIGNED:</b>	10/09/2018
<b>Total Attachments: 9</b> source=Security Agreement Cenorin#page1.tif source=Security Agreement Cenorin#page2.tif source=Security Agreement Cenorin#page3.tif source=Security Agreement Cenorin#page4.tif source=Security Agreement Cenorin#page5.tif source=Security Agreement Cenorin#page6.tif source=Security Agreement Cenorin#page7.tif source=Security Agreement Cenorin#page8.tif source=Security Agreement Cenorin#page9.tif	

## Intellectual Property Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") made as of the 1 day of October, 2018, by COVALON TECHNOLOGIES AG LTD., a Delaware corporation (the "Debtor") in favor of CENORIN, LLC, a Washington LLC (the "Secured Party"), agree as follows:

### *Recitals*

A. Debtor is indebted to Secured Party, as evidenced by that certain Promissory Note given by Debtor to Secured Party and dated as of September 19, 2018 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Note"), for loans of monies in the aggregate principal sum of up to \$7,552,300, principal to be payable in accordance with the terms and conditions provided in the Note.

B. As a condition precedent to accepting the Note, Debtor executed and delivered to Secured Party that certain General Security Agreement (the "Security Agreement"), made as of October \_\_, 2018, by Debtor in favor of Secured Party.

C. Under the terms of the Security Agreement, Debtor granted to Secured Party a security interest in, among other property, certain intellectual property of Debtor, and has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, the United States Patent and Trademark Office and the United States Copyright Office.

D. NOW, THEREFORE, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to agree to and accept the Note, the parties agree as follows:

### *Agreement*

1. *Grant of Security Interest.* Debtor hereby pledges and grants to Secured Party as collateral for the Note a security interest in and to all of the right, title and interest of Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (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 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

a. the domains and any information therein amenable to copyright protection, whether yet registered or not, as set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Domains**");

b. 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;

c. 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

d. 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. *Filings and Recordings.* Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by 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 Secured Party with respect to the IP Collateral are as provided by the Note, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. *Counterparts, Facsimile copies.* This IP Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one and the same instrument. 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. *Binding Effect and Beneficiaries.* This IP Security Agreement shall be binding upon, and inure to the benefit of, the respective legal representatives, successors and assigns of the parties hereto.

6. *Construction.* This IP Security Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Washington.

7. *Governing Law and Venue.* This Agreement is governed by Washington law as well as applicable United States federal law. The parties agree the venue of any suit or action between the parties will be in the Seattle Division of the Superior Court of King County, Washington.

*Signature page follows.*

*Signature page to Agreement  
(between Covalon and Cenorin)*

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

SIGNED effective as of the date first above written.

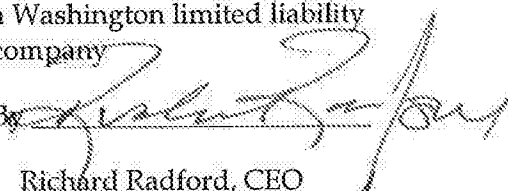
DEBTOR:

COVALON TECHNOLOGIES AG  
LTD.  
a Delaware Corporation

By \_\_\_\_\_  
Brian Pedlar, CEO

SECURED PARTY:

CENORIN, LLC  
a Washington limited liability  
company

By  \_\_\_\_\_  
Richard Radford, CEO

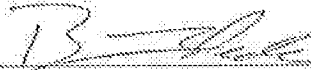
*Signature page to Intellectual Property Security Agreement  
(between Covalon and Cenorin)*

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

SIGNED effective as of the date first above written.

**DEBTOR:**

COVALON TECHNOLOGIES AG  
LTD.  
a Delaware Corporation

By   
Brian Pedlar, CEO

**SECURED PARTY:**

CENORIN, LLC  
a Washington limited liability company

By \_\_\_\_\_  
Richard Radford, Manager

SCHEDULE 1 to IP Security Agreement

Patents and Patent Applications

Description Title	Reference Number	Status	Serial #	Publication #	Filed
Flexible Medical Barrier Systems and Methods of Use	CENOR.001A	Published Awaiting Examination	13/079,291	2011/0245744 A1	4/4/2011
Closure Latch	CENOR.006A	Published Awaiting Examination	13/081,404	2011/0247179A1	4/6/2011
Band-Securing Device	CENOR.010A	Published Awaiting Examination	13/093,644	2011/0271494A1	4/25/2011



SCHEDULE 2 to IP Security Agreement

**Trademarks and Trademark Applications**

Product Name	Reference Number	Serial No.	Reg. No	Registration Date
AQUA GUARD	CENOR.007T	73/247,470	1187320	1/24/1980
AQUAGLOVE	CENOR.005T	77/923,500		1/29/2010
AQUAGUARD GLOVE	CENOR.004T	77/923,465	3936454	1/29/2010
AQUA ARMOUR	CENOR.007 TIS	Ongoing studies		
AQUAGUARD GLOVE (stylized and/or design)	CENOR.008T	77/954,865	3905960	3/9/2010
AQUAGUARD GLOVE (stylized and/or design)	CENOR.009T	77/954,879	3936610	3/9/2010
WATER-SEAL BAND	CENOR.011T	85/486275	4344330	12/2/2011
AQUAGUARD BOOT	CENOR.012T	85/478388	4243410	11/21/2011
AQUAGUARD BOOT(stylized and/or design)	CENOR.013T	85/478393	4243411	11/21/2011
AQUAGUARD BOOT	CENOR.014T	85/478399	4243412	11/21/2011

SCHEDULE 3 to IP Security Agreement

Domains

Description	Owned	In Use	Created Date	Comment	Disposition
aqua-guard.com	yes	yes	5/29/1999	Web.com is the registrar for this domain, Auto-renewal is ON	
aquaguard.us.com	yes	no		Web.com is the registrar for this domain, Auto-renewal is ON	Domain Name registered as Public
aqua-guard.us.com	yes	no		Web.com is the registrar for this domain, Auto-renewal is ON	Domain Name registered as Public
aquaguardboot.com	yes	no	12/17/2013	Domain Purchase is the Registrar for this domain.	Domain Name/Private Registration for Domain Name
aquaguardboot.net	yes		12/17/2012	1and1.com is the Registrar for this domain, AUTO Renewal is On	Domain Name/Private Registration for Domain Name
aquaguardglove.com	yes		12/17/2012	1and1.com is the Registrar for this domain, AUTO Renewal is On	Domain Name/Private Registration for Domain Name
aquaguardglove.net	yes		12/17/2012	1 and 1.com is the Registrar for this domain, Auto	Domain Name/Private Registration for

				Renewal is On	Domain Name
aqua-glove.com	yes		1/28/13 reactivated	1 and 1.com is the Registrar for this domain, Auto Renewal is ON	Domain Name/Private Registration for Domain Name
aqua-glove.net	yes		1/28/2013 reactivated	1 and 1.com is the Registrar for this domain, Auto Renewal is ON	Domain Name/Private Registration for Domain Name