

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURECOLOR, INCORPORATED		10/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pure Color Investors, LLC		
Street Address:	88 Inverness Circle East		
Internal Address:	Suite L107		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87811355	SEALWIZE	
Registration Number:	4519393	PURECOLOR	
Registration Number:	4873130	PURECOLOR	
Registration Number:	5031483	PURECOLOR	
Registration Number:	3463034	EVENGRAIN	
Registration Number:	4557532	PURESHIELD	
Registration Number:	4557533	ENCHANTMENT	
Registration Number:	4737673	PUREPRIME	
Registration Number:	4884105	SMARTEST WAY TO COLOR YOUR WORLD	
Registration Number:	4894254	SMARTEST WAY TO COLOR YOUR WORLD	
Registration Number:	5341515	CLEAN CHEMISTRY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303-860-8400 ext 2		
Email:	fiona@mcclainellis.com		
Correspondent Name:	Fiona M. Ellis		

OP \$290.00 87811355

Address Line 1: 1512 Larimer St.
Address Line 2: Suite 600
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Fiona M. Ellis

SIGNATURE: /Fiona Ellis/

DATE SIGNED: 01/04/2019

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PURECOLOR, INCORPORATED

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) OCTOBER 25, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PURE COLOR INVESTORS, LLC

Street Address: 88 INVERNESS CIRCLE EAST SUITE L107

City: ENGLEWOOD

State: COLORADO

Country: USA Zip: 80112

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship COLORADO

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

67/811,355

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEALWIZE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: FIONA M. ELLIS

Internal Address: SUITE 600

Street Address: 1512 LARIMER ST.

City: DENVER

State: COLORADO Zip: 80202

Phone Number: 303-860-8400

Docket Number: _____

Email Address: fiona@mcclainellis.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged to deposit account
 Enclosed (paid by credit card)

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/Fiona Ellis/

January 4, 2019

Signature

Date

FIONA M. ELLIS, ATTORNEY FOR PURE COLOR INVESTORS, LLC

Total number of pages including cover sheet, attachments, and document: 5

Name of Person Signing

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
(CONTINUED)**

4. Application number(s) or registration number(s) and identification or description of the Trademark (continued from page 1):

Please note: This cover sheet relates to 11 trademarks in total. The first trademark is listed on the first page of this coversheet.

	<i>Trademark Registration No.</i>	<i>Identification or Description of Trademark</i>
2.	4,519,393	PURECOLOR
3.	4,873,130	PURECOLOR
4.	5,031,483	PURECOLOR
5.	3,463,034	EVENGRAIN
6.	4,557,532	PURESHIELD
7.	4,557,533	ENCHANTMENT
8.	4,737,673	PUREPRIME
9.	4,884,105	SMARTEST WAY TO COLOR YOUR WORLD
10.	4,894,254	SMARTEST WAY TO COLOR YOUR WORLD
11.	5,341,515	CLEAN CHEMISTRY

SECURITY AGREEMENT

This Security Agreement ("Agreement"), dated as of October 25, 2018, is between PURECOLOR, INCORPORATED, a Delaware corporation ("Borrower"), with a business address of 5200 F Pasadena Ave NE, Albuquerque, NM, 87113 and PURE COLOR INVESTORS, LLC, a Colorado limited liability company ("Secured Party"), with a business address of 88 Inverness Circle East Suite L107, Englewood, Colorado 80112.

RECITALS:

A. This Agreement is entered into in connection with Borrower's issuance to Secured Party of a secured promissory note dated on or about the date stated above (the "Note").

B. In order to induce the Secured Party to extend the credit evidenced by the Note, Borrower is entering into this Agreement and is granting the Secured Party a security interest in certain assets constituting the Collateral, defined below, to secure the performance and timely payment of the Note.

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 Interest. As security for the Obligations (defined below), Borrower hereby grants to the Secured Party a first-priority senior security interest in all of the assets of Borrower, including without limitation those set forth on *Schedule A*, wherever located, all Borrower's right, title and interest therein, and all proceeds thereof, including those rights, titles and interest which are acquired by purchase of the collateral by Borrower, using the proceeds of the Note (collectively, the "Collateral"). The term "Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Borrower to Secured Party under the Note, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Borrower hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code, 11 U.S.C. Section 101 *et seq.*, as amended from time to time ("Bankruptcy Code"), including post-petition interest, and whether or not allowed or allowable as a claim in any such proceeding. Borrower agrees to use the proceeds of the Note to acquire the Collateral.

2. Borrower's Representations and Warranties. Borrower represents and warrants to the Secured Party that:

(a) Ownership. Borrower is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Borrower acquires rights in the Collateral, will be the owner thereof); and no other person or entity has (or, in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) any right, title, claim or interest (by way of Lien (defined below) or otherwise) in, against or to the Collateral.

(b) Perfection; Seniority. Upon the filing of a UCC-1 financing statement in the appropriate filing offices in the State of Colorado, the Secured Party has (or in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) a first-priority senior security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, senior to any and all other security interests.

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the date first written above.

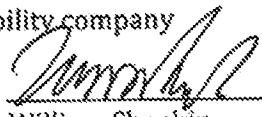
BORROWER:

PURECOLOR, INCORPORATED, a Delaware corporation

By: 
Ted V. [unclear] CEO

SECURED PARTY:

PURE COLOR INVESTORS, LLC, a Colorado limited liability company

By: 
William Shenkin, _____

SCHEDULE A TO SECURITY AGREEMENT

COLLATERAL

All assets of PureColor, Incorporated including and not limited to all tangible and intangible assets including bank accounts, accounts receivable, inventory, prepaid assets, fixed assets, trademarks, patents, product formula and all intangible assets. This includes all assets of all subsidiary and related companies.