

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509195

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hover Energy, LLC	FORMERLY Regenedyne, LLC	01/17/2019	Corporation: DELAWARE <i>limited liability company EAE</i>
RECEIVING PARTY DATA			
Name:	Gentry T. Beach		
Street Address:	2101 Cedar Springs Road		
Internal Address:	Suite 1220		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86732707	REGENEDYNE	
Serial Number:	86781656	HOVER ENERGY	
Serial Number:	86781751	HOVER ENERGY CHANGE IS IN THE AIR	
Serial Number:	86781785	CHANGE IS IN THE AIR	
CORRESPONDENCE DATA			
Fax Number:	2149531121		
<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:	214-953-1181		
Email:	docket@hitchcockevert.com		
Correspondent Name:	Elisabeth A. Evert		
Address Line 1:	Hitchcock Evert LLP		
Address Line 2:	P.O. Box 131709		
Address Line 4:	Dallas, TEXAS 75313-1709		
NAME OF SUBMITTER:	Elisabeth A. Evert		
SIGNATURE:	/Elisabeth A. Evert/		
DATE SIGNED:	02/07/2019		
Total Attachments: 10			

OP \$115.00 86732707

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated January 17, 2019, is made by and between HOVER ENERGY, LLC ("Debtor"), a Delaware limited liability company with an address of 1536 Hutton Drive, Carrollton, Texas 75006, and GENTRY T. BEACH ("Secured Party"), an individual, with an address of 2101 Cedar Springs Road, Suite 1220, Dallas TX 75201.

Under the terms hereof, the Secured Party desires to obtain, and the Debtor desires to grant the Secured Party, security for all of the Obligations (as hereinafter defined).

NOW, THEREFORE, the Debtor and the Secured Party, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) "Collateral" shall mean and be defined as all of the Debtor's right, title, and interest in and to all tangible personal property of the Debtor, including inventory, furniture, fixtures, leasehold improvements, trade fixtures, office and other equipment, computers, intellectual property, including specifically all copyrights, patents, and applications thereto, and other personal property described on Exhibit "A" attached hereto and incorporated herein by reference (all together, "Personal Property"), and together with all of the right, title, and interest of the Debtor in and to all accounts receivable and general intangible property of whatever kind, character, or description relating to or arising from the Personal Property or other business and activities of the Debtor, including all cash and non-cash proceeds (including insurance proceeds), all products of the Personal Property and all additions and accessions thereto, substitutions therefor, and replacements thereof.

(b) "Loan Documents" shall mean and be defined as the Note (as hereafter defined) and this Agreement, together with all other documents and instruments evidencing or securing the obligation evidenced by the Note, or executed in connection therewith.

(c) "Note" shall mean and be defined as that certain Promissory Note, dated January 17, 2019, made by the Debtor, payable to the order of the Secured Party, in the original principal amount of \$100,000.00.

(d) "Obligations" shall mean and be defined as all debts, liabilities, obligations, covenants, and duties owing by or from the Debtor to the Secured Party of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under the Note or this Agreement or, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of the

Secured Party incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(e) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State of Texas; terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC.

2. Grant of Security Interest. To secure the Obligations, the Debtor, as debtor, hereby assigns and grants to the Secured Party, as secured party, a continuing lien on and security interest in the Collateral.

3. Change in Name or Locations. The Debtor hereby agrees that if the location of the Collateral changes from the location or locations listed on Exhibit "A", or if the Debtor changes its name or form or jurisdiction of organization, or establishes a name under which it may do business, the Debtor will immediately notify the Secured Party in writing of such additions or changes.

4. Representations and Warranties. The Debtor hereby represents, warrants, and covenants to the Secured Party that:

(a) the Debtor has good, marketable, and indefeasible title to the Collateral;

(b) the Debtor has not made any prior sale, pledge, encumbrance, assignment, or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of the Secured Party created by this Agreement;

(c) except as herein provided, the Debtor will not hereafter without the Secured Party's prior written consent sell, pledge, encumber, assign, or otherwise dispose of any of the Collateral or permit any right of setoff, lien, or security interest to exist thereon except to the Secured Party; and

(d) the Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

5. Debtor's Covenants. The Debtor covenants with the Secured Party that:

(a) from time to time and at all reasonable times the Debtor will allow the Secured Party, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral, and obtain valuations and audits of the Collateral, at the Debtor's expense, wherever located, and that the Debtor shall do, obtain, make, execute, and deliver all such additional and further acts, things, deeds, assurances, and instruments as the Secured Party may require to vest in and assure to the Secured Party its rights hereunder and in or to the Collateral, and the proceeds thereof, including waivers from landlords, warehousemen, and mortgagees;

(b) the Debtor will keep the Collateral in good order and repair at all times and immediately notify the Secured Party of any event causing a material loss or

decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation;

(c) the Debtor will only use or permit the Collateral to be used in accordance with all applicable federal, state, county, and municipal laws and regulations; and

(d) the Debtor will have and maintain insurance at all times with respect to the Collateral against risks of fire (including so-called extended coverage), theft, sprinkler leakage, and other risks (including risk of flood if any Collateral is maintained at a location in a flood hazard zone) as the Secured Party may reasonably require, in such form, in the minimum amount of the outstanding principal of the Note and written by such companies as may be reasonably satisfactory to the Secured Party; each such casualty insurance policy shall contain a standard lender's loss payable clause issued in favor of the Secured Party under which all losses thereunder shall be paid to the Secured Party as the Secured Party's interest may appear; such policies shall expressly provide that the requisite insurance cannot be altered or canceled without at least 30 calendar days prior written notice to the Secured Party and shall insure the Secured Party notwithstanding the act or neglect of the Debtor; upon the Secured Party's demand, the Debtor shall furnish the Secured Party with evidence of insurance as the Secured Party may require; in the event of failure to provide insurance as herein provided, the Secured Party may, at its option, obtain such insurance and the Debtor shall pay to the Secured Party, on demand, the cost thereof; proceeds of insurance may be applied by the Secured Party to reduce the Obligations or to repair or replace Collateral, all in the Secured Party's sole discretion; and

(e) if any of the Collateral is, at any time, in the possession of a bailee, the Debtor shall promptly notify the Secured Party thereof and, if requested by the Secured Party, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party and shall act upon the instructions of the Secured Party, without the further consent of Debtor.

6. Negative Pledge; No Transfer. The Debtor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral or use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.

7. Further Assurances. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file any UCC financing statements pertaining to the Collateral and the security interest granted hereby, and any amendments thereto, including UCC financing statements that (a) indicate the Collateral (i) is all of the assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of

organization, and (ii) any organization identification number issued to the Debtor. The Debtor agrees to furnish any such information to the Secured Party promptly upon request.

8. Events of Default. The Debtor shall, at the Secured Party's option, be in default under this Agreement upon the happening of any of the following events or conditions (any one, "Event of Default"):

(a) a failure to pay any amount due under the Note or this Agreement when the same is due and the continuation of such failure for 5 calendar days after written notice thereof by the Secured Party to the Debtor;

(b) a failure by the Debtor to perform any of its other obligations under this Agreement within 30 days of notice from Secured Party of the same;

(c) the falsity, inaccuracy, or material breach by the Debtor of any written warranty, representation, or statement made or furnished to the Secured Party by or on behalf of the Debtor;

(d) an uninsured material loss, theft, damage, or destruction to any of the Collateral, or the entry of any judgment against the Debtor or any lien against or the making of any levy, seizure or attachment of or on the Collateral;

(e) the failure of the Secured Party to have a perfected first priority security interest in the Collateral; or

(f) any indication or evidence received by the Secured Party that the Debtor may have directly or indirectly been engaged in any type of activity which, in the Secured Party's discretion, might result in the forfeiture of any property of the Debtor to any governmental entity, federal, state or local.

9. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may declare all of the Obligations immediately due and payable and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC, including but are not limited to (to the extent permitted by law) the right to:

(a) peaceably by its own means or with judicial assistance enter the Debtor's premises and take possession of the Collateral without prior notice to the Debtor or the opportunity for a hearing;

(b) render the Collateral unusable;

(c) dispose of the Collateral on the Debtor's premises; and

(d) require the Debtor to assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party.

Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give

the Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Debtor at least 5 calendar days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include the Secured Party's reasonable attorney's fees and legal expenses, incurred or expended by the Secured Party to enforce any payment due it under this Agreement either as against the Debtor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder. The Debtor waives all relief from all appraisal or exemption laws now in force or hereafter enacted.

10. Payment of Expenses. At its option, the Secured Party may, but is not required to:

(a) discharge taxes, liens, security interests, or such other encumbrances as may attach to the Collateral;

(b) pay for required insurance on the Collateral; and

(c) pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by the Secured Party to be necessary.

The Debtor will reimburse the Secured Party on demand for any payment so made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Secured Party.

11. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand-delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally recognized overnight courier service, to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose.

12. Preservation of Rights. No delay or omission by the Secured Party's to exercise any right, remedy, or power arising hereunder will impair any such right, remedy, or power or be considered a waiver of any such right or power, nor will the Secured Party's action or inaction impair any such right or power. The Secured Party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Secured Party may have under other agreements, the UCC, at law, or in equity.

13. Illegality. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14. **Changes in Writing.** No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor therefrom will be effective unless made in a writing signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Debtor in any case will entitle the Debtor to any other or further notice or demand in the same, similar or other circumstance.

15. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

16. **Counterparts.** This Agreement may be signed in any number of counterpart copies and by the Debtor and the Secured party on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

17. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective heirs, executors, administrators, successors, and assigns; provided, however, that the Debtor may not assign this Agreement in whole or in part without the Secured Party's prior written consent and the Secured Party at any time may assign this Agreement in whole or in part.

18. **Interpretation.** In this Agreement, unless the Secured Party and the Debtor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. **Governing Law and Jurisdiction.** This Agreement has been delivered to and accepted by the Secured Party and will be deemed to be made in the State of Texas. The Debtor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the State of Texas; provided, however, that nothing contained in this Agreement will prevent the Secured Party from bringing any action, enforcing any award or judgment or exercising any rights against the Debtor individually, against any security or against any property of the Debtor within any other county, state or other foreign or domestic jurisdiction. The Secured Party and the Debtor agree that the venue provided above is the most

convenient forum for both the Secured Party and the Debtor. The Debtor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

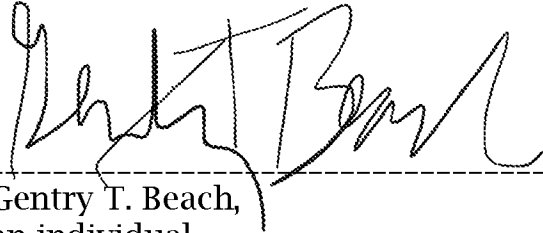
20. WAIVER OF JURY TRIAL. EACH OF THE DEBTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM OF ANY NATURE RELATING TO THE NOTE, THIS AGREEMENT, OR ANY DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, THE NOTE, OR ANY TRANSACTION CONTEMPLATED IN THIS AGREEMENT OR THE NOTE. THE DEBTOR AND THE SECURED PARTY ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Agreement as of the day and date first above written.

DEBTOR: HOVER ENERGY, LLC,
a Delaware limited liability company

By: Chris Griffin
Its: President

SECURED PARTY: _____




Gentry T. Beach,
an individual

convenient forum for both the Secured Party and the Debtor. The Debtor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

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DEBTOR: HOVER ENERGY, LLC,
a Delaware limited liability company



By: Chris Griffin
Its: President

SECURED PARTY: _____
Gentry T. Beach,
an individual

Exhibit "A" to Security Agreement Dated January 17, 2019 - Hover Energy, LLC as Debtor and Gentry T. Beach as Secured Party

HE 1.0 and HE 2.0 - the two prototype Hover Energy test units located at 1536 Hutton Dr., Suite 100, Carrollton, Texas 75006, and:

Patent Count	Identification	Other IDs & Continuations	Stage	Date	Jurisdiction	Description
1	8,513,826	12/215,233	Issued, enforcement stage	8/20/2013	U.S.	Wind Turbine
2	8,608,425	13/607,167	Issued, enforcement stage	12/17/2013	U.S.	System and Methodology for Wind Compression
3	8,608,426	Based on 12/215,232	Issued, enforcement stage	12/17/2013	U.S.	System and Methodology for Wind Compression
4	9,133,821	14/107,922, Continuation of 8,608,425, based on 12/215,232	Issued	9/15/2015	U.S.	System and Methodology for Wind Compression
5	9,605,652	14/107,951, Continuation of 8,608,426, based on 12/215,232	Issued	3/28/2017	U.S.	System and Methodology for Wind Compression
6	9,404,475	14/691,695, Continuation of 9,133,821, based on 12/215,232	Issued, enforcement stage	8/2/2016	U.S.	System and Methodology for Wind Compression
7	9,410,530	14/696,449, Continuation of 9,605,652, based on 12/215,232	Issued, prosecution stage or enforcement stage? (says both)	8/9/2016	U.S.	System and Methodology for Wind Compression
8	15/224,721	Continuation of 9,404,475, based on 12/215,232	Allowed (Response filed 6/14/2017)	10/2016	U.S.	System and Methodology for Wind Compression
9	15/232,324	Continuation of 9,410,530, based on 12/215,232	Allowed	8/9/2016	U.S.	System and Methodology for Wind Compression
10	13/854,736	Continuation of 8,513,826	Allowed, but needs correction	3/2016	U.S.	System and Methodology for A Wind Turbine
11	15/052,597	Continuation of 13/854,736, based on 8,513,826	Filed, prosecution stage	2/24/2016	U.S.	System and Methodology for A Wind Turbine
12	8,933,578	13/867,962, based on 61/636,583	Issued, enforcement stage	1/13/2015	U.S.	Magnet Configurations for MagLev Wind Turbines
13	9,470,210	14/594,617, Continuation of 8,933,578, based on 61/636,583	Allowed	10/18/2016	U.S.	Magnet Configurations for MagLev Wind Turbines
14	15/295,743	Continuation of 9,470,210, based on 61/636,583	Filed, prosecution stage	10/17/2016	U.S.	Magnet Configurations for MagLev Wind Turbines
-	PCT/US13/37653	Priority to 61/636,583	Provisional to Int'l Filings	4/22/2013	U.S., International	Magnet Configurations for MagLev Wind Turbines
15	9,388,795	14/322,750, based on 61/843,030	Issued	7/12/2016	U.S.	Magnet Configurations for MagLev Wind Turbines
16	15/206,320	Continuation of 9,388,795	Allowed	7/11/2016	U.S.	System and Methodology for A Wind Turbine
17	EP 13777976.6	Filed under PCT/US2013/37653	Filed	11/14/2014	European Union	Magnet Configurations for MagLev Wind Turbines
18	11201406731U	Filed under PCT/US2013/37653	Filed	10/17/2014	Singapore	Magnet Configurations for MagLev Wind Turbines
19	2014/07644		Issued		? South Africa	Magnet Configurations for MagLev Wind Turbines
20	2014-7032509	Filed under PCT/US2013/37653	Filed	11/20/2014	Korea	Magnet Configurations for MagLev Wind Turbines
21	201380031510.9	Filed under PCT/US2013/37653	Filed	12/2014	China	Magnet Configurations for MagLev Wind Turbines
22	15103010.3	Registered under Chinese application	Filed	3/4/2015	Hong Kong	Magnet Configurations for MagLev Wind Turbines
23	GCC/P/2008/11685	Filed under PCT/US2013/37653	Indicated Issued		? Arab Gulf States	Wind Compressor
24	GCC/P/2008/11686	Filed under PCT/US2013/37653	Indicated Issued		? Arab Gulf States	Wind Turbine
25	GCC/P/2008/29890	Filed under PCT/US2013/37653, based on GCC/P/2008/11685	Filed	8/16/2015	Arab Gulf States	Wind Compressor

Exhibit "A" to Security Agreement Dated January 17, 2019 - Hover Energy, LLC as Debtor and Gentry T. Beach as Secured Party

HE 1.0 and HE 2.0 - the two prototype Hover Energy test units located at 1536 Hutton Dr., Suite 100, Carrollton, Texas 75006, and:

Patent Count	Identification	Other IDs & Continuations	Stage	Date	Jurisdiction	Description
26	GCC/P/2008/29891	Filed under PCT/US2013/37653, based on GCC/P/2008/11686	Filed	8/16/2015	Arab Gulf States	Wind Turbine
27	10201608812U	Filed under PCT/US2013/37653, Divisional from 11201406731U	Filed	Recently (?)	Singapore	Magnet Configurations for MagLev Wind Turbines
28	PCT/US2018/024203		Filed; received First Notice on 10/25/2018	3/23/2017		WIND POWER GENERATING ROTOR WITH DIFFUSER OR DIVERTER SYSTEM FOR A WIND TURBINE
29	15/934,510		Petition Granted 10/4/2018			WIND POWER GENERATING ROTOR WITH DIFFUSER OR DIVERTER SYSTEM FOR A WIND TURBINE
T1	86/732,707	Trademark application mirrored 85/533,586	Allowed	3/6/2016		"Regenedyne"
T2	86/781,656	Trademark application	Filed - under appeal			"Hover Energy"
T3	86/781,751	Trademark application	Allowed	5/23/2017		"Hover Energy Change Is In The Air" logo
T4	86/781,785	Trademark application	Allowed	?		"Change Is In The Air"