

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682688

| | | | |
|---|----------------------------|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Enviro-Log Company LLC | | 04/30/2021 | Limited Liability Company: IOWA |
| RECEIVING PARTY DATA | | | |
| Name: | COMMUNITY STATE BANK | | |
| Street Address: | 1640 SW White Birch Circle | | |
| City: | Ankeny | | |
| State/Country: | IOWA | | |
| Postal Code: | 50023 | | |
| Entity Type: | State Bank: IOWA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3975107 | ENVIRO-FLAME | |
| Registration Number: | 2967961 | ENVIRO-LOG | |
| 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: | 5152422400 | | |
| Email: | ip@brownwinick.com | | |
| Correspondent Name: | BrownWinick Law Firm | | |
| Address Line 1: | 666 Grand Ave., Suite 2000 | | |
| Address Line 4: | Des Moines, IOWA 50309 | | |
| ATTORNEY DOCKET NUMBER: | 714.0029 | | |
| NAME OF SUBMITTER: | Jordan Meggison-Decker | | |
| SIGNATURE: | /Jordan Meggison-Decker/ | | |
| DATE SIGNED: | 10/21/2021 | | |
| Total Attachments: 6 | | | |
| source=Security Agreement - Community State Bank Enviro-Log LLC (02533086x9F897)#page1.tif | | | |
| source=Security Agreement - Community State Bank Enviro-Log LLC (02533086x9F897)#page2.tif | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of April 30, 2021, is made by and between Enviro-Log Company LLC, an Iowa limited liability company (the "**Borrower**") in favor of COMMUNITY STATE BANK (the "**Lender**"), a state banking association organized under the laws of the State of Iowa.

WHEREAS, the Borrower has entered into a Loan Agreement dated as of April 30, 2021 (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan(s) by the Lender under the Loan Agreement, the Borrower has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof, made by and among the Borrower and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower, and Borrower has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to the United States Patent and Trademark Office.

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. The Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Borrower in, to, and under the following (the "**IP Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(b) the patents and patent applications set forth in Schedule 2 hereto, together with any patent or patents issued therefrom or claiming priority thereto, and any reissues, reexaminations, divisions, continuations, continuation-in-part, and extensions thereof, and any applications and patents in foreign countries corresponding, derived, or claiming priority therefrom (the "**Patents**");

(c) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) 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. Recordation. The Borrower authorizes the Commissioner for Patents and Trademarks, the United States Patent and Trademark Office, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and 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 the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. 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. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

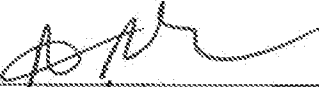
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Iowa, without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

ENVIRO-LOG COMPANY LLC

By: 
Name: Mitchell Nelson
Title: President

Address for Notices:

801 Grand Ave., Suite 3560
Des Moines, Iowa 50309
Attn: Mitch Nelson

AGREED TO AND ACCEPTED:

COMMUNITY STATE BANK

By: _____
Name: Devin L. Boyer
Title: Vice President

Address for Notices:

Community State Bank
1640 SW White Birch Circle
Ankeny, Iowa 50023
Attn: Devin L. Boyer

[Signature Page for Intellectual Property Security Agreement]

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BORROWER:

ENVIRO-LOG COMPANY LLC

By: _____

Name:

Title:

Address for Notices:

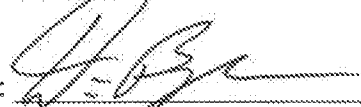
801 Grand Ave., Suite 3560

Des Moines, Iowa 50309

Attn: Mitch Nelson

AGREED TO AND ACCEPTED:

COMMUNITY STATE BANK

By:  _____

Name: Devin L. Boyer

Title: Vice President

Address for Notices:

Community State Bank

1640 SW White Birch Circle

Ankeny, Iowa 50023

Attn: Devin L. Boyer

[Signature Page for Intellectual Property Security Agreement]

SCHEDULE 1
TRADEMARKS

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|--------------|---------------------|----------------------------|--------------------------|
| ENVIRO-FLAME | U.S. | 3,975,107 | June 7, 2011 |
| ENVIRO-LOG | U.S. | 2,967,961 | July 12, 2005 |

SCHEDULE 2

PATENTS

| Jurisdiction | Title | Application No. | Filing Date | Patent No. | Issue Date | Current Status |
|--------------------------|---|-----------------|-------------------|------------|------------|----------------|
| United States of America | Combustible Structure with Fire Log and Integrated Starter Fuel | 16/276,877 | February 15, 2019 | N/A | N/A | Pending |