

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spokane Industries, LLC		01/03/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Spokane Stainless Technologies, Inc.		
Street Address:	3808 N. Sullivan Rd.		
Internal Address:	BLDG. 4		
City:	Spokane Valley		
State/Country:	WASHINGTON		
Postal Code:	99216		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4247109	SI-TEC	
Registration Number:	4762938	SPOKANE INDUSTRIES	
Registration Number:	4762953	SI SPOKANE INDUSTRIES	
Registration Number:	2176618	SI SPOKANE INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	5096242528		
<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:	15097472052		
Email:	mac@randalldanskin.com		
Correspondent Name:	Marcellus A. Chase		
Address Line 1:	601 W. Riverside Ave.		
Address Line 2:	Suite 1500		
Address Line 4:	Spokane, WASHINGTON 99201		
NAME OF SUBMITTER:	Marcellus A. Chase		
SIGNATURE:	/Marcellus A. Chase/		
DATE SIGNED:	01/11/2022		
Total Attachments: 5			

OP \$115.00 4247109

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“IP Security Agreement”), dated as of January 3, 2022, is made by and between **Spokane Industries LLC**, a Washington limited liability company (the “Debtor”) for the benefit of **Spokane Stainless Technologies, Inc.**, a Washington corporation or its transferees or assigns (the “Secured Party”).

WHEREAS, Debtor is executing and delivering this IP Security Agreement in order to secure Debtor’s obligations under that certain Promissory Note issued to Secured Party dated as of the date of this IP Security Agreement as set forth above (the “Note”);

WHEREAS, under the terms of the Note, the Debtor executed and delivered to Secured Party that certain Security Agreement, dated as of the date hereof, made by and between the Secured Party and Debtor (the “Security Agreement”);

WHEREAS, under the terms of the Security Agreement, Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor, and Debtor 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 and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The capitalized terms used in this IP Security Agreement are defined below or in the Note.

1.1 *IP Collateral* means all of the right, title, and interest of the Debtor in, to, and under the following:

- (a) the patents and patent applications set forth in the Schedule attached 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 the Schedule attached hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”);
- (c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Debtor set forth in the Schedule attached hereto, and all extensions and renewals thereof (the “Copyrights”);
- (d) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (e) 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

(f) 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.

1.2 *Obligations* means all debts, liabilities and obligations owed by Debtor to Secured Party under the Note, plus all costs of collecting the same, including but not limited to attorney's fees and court costs.

2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, Debtor grants to Secured Party a security interest in the IP Collateral.

3. Recordation. Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

4. Security Agreement. 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 the Secured Party with respect to the IP Collateral are as provided by the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Further Assurances. Each party agrees to take any additional actions and to make, execute and deliver any additional written instruments that may be reasonably required to carry out the terms, provisions, intentions and purposes of this IP Security Agreement.

6. Miscellaneous Provisions. The provisions of Article 9 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE FOLLOWS]

Executed and delivered as of the date first above written.

DEBTOR:

SPOKANE INDUSTRIES LLC, a Washington
limited liability company

By: 
Patrick Turner, CEO

Schedule

(a) Patents

Patent	Registration Number	Date
Composite chute liners	8,485,336	07/16/2013
Encapsulated solid ceramic element	8,499,818	08/06/2013
Encapsulated preformed shapes	8,795,828	08/05/2014
Encapsulated arrays with barrier layer covered tiles	8,960,262	02/24/2015
Seam protected encapsulated array	8,967,230	03/03/2015
Composite components formed with loose ceramic material	8,985,185	03/24/2015
Composite milling component	10,112,200	10/30/2018

(b) Trademarks

Trademark	Registration Number	Date
SI-TEC	4,247,109	11/20/2012
SPOKANE INDUSTRIES	4,762,938	06/30/2015
SI Logo	4,762,953	06/30/2015
Spokane Industries	2,176,618	07/28/1998

(c) Copyrights

None.

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None.