

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771009

<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>
EVOLUCION INNOVATIONS, INC.		11/29/2022	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG Union Bank, N.A.		
<b>Street Address:</b>	1980 Saturn Street, 1st Floor		
<b>City:</b>	Monterey Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91755		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6892093	EVO	
<b>Registration Number:</b>	4392576	EVO	
<b>Registration Number:</b>	4735501	EVO	
<b>Registration Number:</b>	6717075		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5037782200		
<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>	503.778.2100		
<b>Email:</b>	trademarks@lanepowell.com		
<b>Correspondent Name:</b>	Lane Powell PC		
<b>Address Line 1:</b>	601 SW Second Ave., Ste. 2100		
<b>Address Line 2:</b>	Attn: Suzanne Lukas-Werner		
<b>Address Line 4:</b>	Portland, OREGON 97204-3158		
<b>NAME OF SUBMITTER:</b>	Suzanne Lukas-Werner		
<b>SIGNATURE:</b>	/Suzanne Lukas-Werner/		
<b>DATE SIGNED:</b>	11/30/2022		
<b>Total Attachments: 30</b>			
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page1.tif			

OP \$115.00 6892093

source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page2.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page3.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page4.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page5.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page6.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page7.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page8.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page9.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page10.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page11.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page12.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page13.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page14.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page15.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page16.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page17.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page18.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page19.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page20.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page21.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page22.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page23.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page24.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page25.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page26.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page27.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page28.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page29.tif  
source=06 IP Security Agreement (Innovation) UPDATED EXECUTED 11-29-22#page30.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 29, 2022, is executed by EVOLUCION INNOVATIONS, INC., a Washington corporation ("Grantor"), in favor of MUFG UNION BANK, N.A. ("Bank").

### RECITALS

A. Pursuant to that certain Loan Agreement dated November 29, 2022, among Grantor, EVOLUCION LODGING SLC LLC, a Washington limited liability company ("Evolucion Lodging SLC"), EVO COLLECTIVE, LTD., a company formed under the laws of the Province of British Columbia ("Evo Collective"), WHISTLER VILLAGE SPORTS LTD., a company formed under the laws of the Province of British Columbia ("Whistler"), CALLAGHAN COUNTRY WILDERNESS ADVENTURES LTD., a company formed under the laws of the Province of British Columbia ("Callaghan"), and any other Person which may become a Borrower or Guarantor pursuant to Section 4.12 of the Loan Agreement (each a "Borrower" and collectively, "Borrowers"), and Bank (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to extend certain credit facilities to Grantor and the other Borrowers upon the terms and subject to the conditions set forth therein.

B. Bank's obligations to extend the credit facilities to Grantor and the other Borrowers under the Loan Agreement is subject, among other conditions, to receipt by Bank of this Agreement duly executed by Grantor.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound, hereby agrees as follows:

1. **Definitions and Interpretation.** When used in this Agreement, the following terms have the following respective meanings:

"Collateral" has the meaning given to that term in Paragraph 2 of this Security Agreement.

"Copyright Office" means the United States Copyright Office or any successor office or agency thereto.

"Copyrights" means, collectively, all copyrights including: (i) all original works of authorship fixed in any tangible medium of expression, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations, and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including without limitation those described on Schedules E and F to Attachment I annexed to this Agreement, which Schedules E and F are incorporated herein by this reference; and (ii) all extensions or renewals thereof and all licenses thereof.

"Patent and Trademark Office" means the United States Patent and Trademark Office or any successor office or agency thereto.

“Patent Applications” means and refers to all applications made by, or on behalf of, Grantor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

“Patent Registrations” means and refers to all Patents issued by the Patent and Trademark Office or by any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

“Patents” means, collectively, all patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title, and interest therein and thereto, and all applications, registrations and recordings thereof, including: (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedules B and D to Attachment I annexed to this Agreement, which Schedules B and D are incorporated herein by this reference; and (ii) all reissues, continuations, continuations-in-part, divisionals or extensions thereof, reissues, reexaminations, post-grant proceedings or requests for continuing examination and all licenses thereof.

“Secured Obligations” means the “Obligations” as defined in the Loan Agreement.

“Trade Secrets” means, collectively, all information, including ideas, concepts, formulas, patterns, compilations, programs, devices, methods, techniques, or processes, that derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities that can obtain economic value from their disclosure or use, all whether now owned or hereafter acquired by Grantor.

“Trademarks” means, collectively, all trademarks, trade names, trade styles, and service marks, and all prints and labels on which said trademarks, trade names, trade styles, and service marks have appeared or appear, and all trade dress, designs and other brand indicia or general intangibles of like nature, now existing or later adopted, used or acquired, all right, title, and interest therein and thereto, all registrations and recordings thereof, including: (i) all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country, or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedules A and C to Attachment I to this Agreement, which Schedules A and C are incorporated herein by this reference; and (ii) all reissues, extensions, or renewals thereof and all licenses thereof.

“UCC” means the Uniform Commercial Code as in effect in the State of Washington from time to time.

Initially capitalized terms used but not defined in this Agreement have the respective meanings given to those terms in the Loan Agreement, if defined therein, and if not so defined, have the respective meanings given in the UCC.

## **2. Grant of Security Interest; Conditional Assignment.**

(a) As security for the Secured Obligations, Grantor hereby pledges and grants to Bank a first priority security interest in all right, title, and interest of Grantor in and to all now owned or hereafter acquired Trademarks, Copyrights, Patents, Patent Applications, Trade Secrets, including without limitation the intellectual or intangible property described in Attachment I annexed to this Agreement and incorporated by this reference (collectively and severally, the “Collateral”).

(b) Any assignment, transfer, and conveyance of any Trademark to Bank will be deemed to have occurred with a contemporaneous assignment, transfer, and conveyance to Bank of the goodwill, business, and/or means of production, associated with the goods produced or sold or the services rendered in connection with such Trademark.

**3. Representations and Warranties.** Grantor represents and warrants to Bank that:

(a) Grantor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Grantor acquires rights, title or interests in or to the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) any right, title, claim, or interest (by way of lien, security interest, right to royalties or otherwise) in, against or to the Collateral;

(b) Bank has (or in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) a first priority security interest in the Collateral that will be perfected when Bank perfects its interest under applicable law;

(c) Grantor has full corporate power and authority to make the conditional assignment and to grant the security interest herein granted;

(d) Grantor does not own any Patents, Trademarks, or Copyrights registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described in Schedules A - F to Attachment I to this Agreement;

(e) Grantor has:

(i) the sole, full, and unencumbered right, title, and interest in and to the Trademarks shown on Schedule A to Attachment I for the goods and services covered by the registrations thereof and such registrations are valid and enforceable and in full force and effect;

(ii) the sole, full, and unencumbered right, title, and interest in and to each of the Patents shown on Schedule B to Attachment I, and the registrations thereof are valid and enforceable and in full force and effect;

(iii) the sole, full, and unencumbered right, title, and interest in and to each of the Copyrights shown on Schedule E to Attachment I, and according to the records of the Copyright Office, each of said copyrights is valid and enforceable and in full force and effect;

(f) there is no pending or, to the knowledge of Grantor, threatened claims by any third party that any Patents, Trademarks, or Copyrights are invalid or unenforceable or do or may violate the rights of any Person;

(g) all licenses of Patents, Trademarks, Copyrights, and Trade Secrets that Grantor has granted to any Person are set forth in Schedule G to Attachment I to this Agreement;

(h) all licenses of Patents, Trademarks, Copyrights, and Trade Secrets that any Person has granted to Grantor are set forth in Schedule H to Attachment I to this Agreement; and

(i) to the extent that Grantor has any material Trade Secrets, Grantor has

taken all steps reasonably necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets.

**4. Covenants of Grantor.** Grantor hereby agrees that:

**(a)** Grantor will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the form of Attachment II (appropriately revised) annexed to this Agreement and incorporated by this reference, that may be necessary or desirable to record, maintain, preserve, protect, or perfect Bank's interest in the Collateral, the lien granted to Bank in the Collateral, and the first priority of such lien;

**(b)** except to the extent that Bank gives its prior written consent,

**(i)** Grantor (either itself or through licensees) will continue to use the Trademarks in connection with each and every class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists, or similar materials in order to maintain such Trademarks in full force and effect free from any claim of abandonment for nonuse, and Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark may become invalidated;

**(ii)** Grantor will not do any act or omit to do any act whereby the Patent Registrations may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify Bank immediately if it knows of any reason or has reason to know that any such Patent Registration may become abandoned or dedicated;

**(iii)** Grantor will not do any act or omit to do any act whereby the Copyrights may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify Bank immediately if it knows of any reason or has reason to know that any such Copyright may become abandoned or dedicated; and

**(iv)** Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license (except as permitted under this Agreement and the Loan Agreement), or otherwise dispose of any of the Collateral, and nothing in this Agreement may be deemed a consent by Bank to any such action except as expressly permitted herein;

**(c)** Grantor will promptly pay Bank for any and all sums, costs, and expenses that Bank may pay or incur pursuant to the provisions of this Agreement or in enforcing the Secured Obligations, the Collateral or the security interest and assignments granted hereunder, including all filing or recording fees, court costs, collection charges, travel, and reasonable attorneys' fees and expenses, all of which, together with interest at the highest rate then payable on the Secured Obligations, will be part of the Secured Obligations and payable on demand;

**(d)** Grantor will promptly notify Bank upon the filing, either by Grantor or through any Bank, employee, licensee, or designee, of:

**(i)** an application for the registration of any Patent, Trademark, or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof;

(ii) any assignment of any Patent or Trademark that Grantor may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof;

(iii) any assignment of any Copyright that Grantor may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

(e) upon the request of Bank, Grantor will execute and deliver any and all assignments, agreements, instruments, documents, and papers as Bank may request to evidence Bank's interest in the Patents, Trademarks (and the goodwill and general intangibles of Grantor relating thereto or represented thereby), or Copyrights described in Paragraphs 4(d) above, and Grantor authorizes Bank to amend an original counterpart of the applicable notice of security interest executed pursuant to Paragraph 4(a) of this Agreement without first obtaining Grantor's approval of or signature to such amendment and to record such assignment with the Patent and Trademark Office or Copyright Office, as applicable;

(f) Grantor will keep the Collateral free of all liens, encumbrances and obligations, except in favor of Bank;

(g) Grantor will take all necessary and commercially practical steps in any proceeding before the Patent and Trademark Office, the Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks, and Copyrights, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under this Agreement);

(h) during the term of the Loan Agreement, Grantor will:

(i) make application to the Patent and Trademark Office (and assign such application to Bank as security) to register any material unpatented but patentable inventions developed by Grantor or its employees (within the scope of their employment), unless Grantor, in the exercise of its prudent business judgment, deems any such Patent not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret;

(ii) make application to the Patent and Trademark Office to register any registerable but unregistered material Trademarks used by Grantor in connection with its products or services unless Grantor, in the exercise of its prudent business judgment, deems any such Trademark not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret; and

(iii) make application to the Copyright Office to register any material unregistered Copyright to which Grantor has rights unless Grantor, in the exercise of its prudent business judgment, deems any such Copyright not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret;

(i) Grantor will:

(i) use proper statutory notice in connection with its use of the Patents, Trademarks, and Copyrights;

(ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in connection with the Trademarks; and

(iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets;

(j) Grantor agrees that if it or any Affiliate, learns of any use by any Person of any term or design likely to cause confusion with any Trademark, Grantor will promptly notify Bank of such use and of all steps taken and to be taken to remedy any infringement of any Trademark;

(k) to the extent that Grantor has any Trade Secrets, Grantor will maintain with each employee or contractor who may have access to the Trade Secrets of Grantor an agreement by which such employee or contractor agrees not to disclose such Trade Secrets and with each employee or contractor who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee or contractor to assign all rights to such inventions, including patents and patent applications, to Grantor and further requiring such employee or contractor to cooperate fully with Grantor, its successors in interest, including Bank, and their counsel, in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with Grantor or after the termination of such employment or contractor agreement, as the case may be; and

(l) Grantor will at all times keep at least one complete set of its records concerning the Collateral at its chief executive office and shall make such records available for inspection by Bank.

#### **5. Authorized Action by Bank.**

(a) Bank may, in its discretion and at its option, pay any amount or do any act required of Grantor under this Agreement or requested by Bank to preserve, defend, protect, maintain, record, or enforce Grantor's obligations contained herein, the Secured Obligations, the Collateral, or the right, title, and interest granted Bank by this Agreement, and that Grantor fails to do or pay, and any such payment will be deemed an advance by Bank to Grantor and will be payable on demand together with interest at the highest rate then payable on the Secured Obligations.

(b) Grantor agrees to execute and deliver to Bank three originals of a Special Power of Attorney in substantially the form of Attachment III to this Agreement for the implementation of the recording, giving of notice, preservation, assignment, sale, or other disposal of the Collateral pursuant to Paragraphs 2(a), 2(b), 5(a) and 7(a).

(c) Grantor hereby grants to Bank and its employees and agents the right to visit Grantor's business facilities at which Grantor designs, manufactures, sells, and/or distributes products or provides services, which products or services are sold under or provided in connection with any of the Trademarks, and to inspect such products and the quality control records relating thereto or observe the provision of such services.

#### **6. Litigation and Other Proceedings.**

(a) Grantor has the right and, if commercially practical, the obligation to commence and diligently prosecute such suits, proceedings, or other actions for infringement, misappropriation or violation, or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the Patents, Trademarks, Copyrights, or



Trade Secrets. No such suit, proceeding, or other actions may be settled or voluntarily dismissed, nor may any party be released or excused of any claims of or liability for infringement, without the prior written consent of Bank, which consent may not be unreasonably withheld.

**(b)** Upon the occurrence and during the continuation of an Event of Default, Bank will have the right, but not the obligation, to bring suit or institute proceedings in the name of Grantor or Bank to enforce any rights in the Collateral, including any license thereunder, in which event Grantor will, at the request of Bank, do any and all lawful acts and execute any and all documents required by Bank in aid of such enforcement. If Bank elects not to bring suit to enforce any right under the Collateral, including any license thereunder, Grantor agrees to use all reasonable measures, whether by suit, proceeding, or other action, to prevent the infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit, or proceeding against any Person so infringing necessary to prevent such infringement.

## **7. Default and Remedies.**

**(a)** Upon the occurrence and during the continuance of an Event of Default under the terms of the Loan Agreement, Bank may, at its option, and (except if otherwise specified below) without notice to or demand on Grantor, and in addition to all rights and remedies available to Bank under the Loan Agreement or the other Loan Documents, do any one or more of the following:

**(i)** upon ten (10) days prior notice to Grantor, direct Grantor not to make any further use of the Patents, Trademarks (or any mark similar thereto), or the Copyrights (or any work deriving therefrom) for any purpose;

**(ii)** at any time and from time to time, upon ten (10) days prior notice to Grantor, license, whether general, special, or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks, or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as Bank may in its sole discretion determine;

**(iii)** at any time and from time to time, enforce (and upon notice to Grantor have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof;

**(iv)** at any time and from time to time, upon ten (10) days prior notice to Grantor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition that Bank may deem appropriate or proper in its sole discretion; and

**(v)** in addition to the foregoing, in order to implement the assignment, sale, or other disposal of any of the Collateral pursuant to Paragraph 7(a)(iv) above, Bank may, at any time, pursuant to the authority granted in the Special Power of Attorney executed pursuant to Paragraph 5(b) above, execute and deliver on behalf of Grantor, one or more instruments of assignment of the Patents, Trademarks, or Copyrights (or any application or registration thereof), in form suitable for filing, recording, or registration in any country.

**(b)** Grantor agrees to pay when due all reasonable costs and fees incurred in any such transfer of the Patents, Trademarks, or Copyrights, including any taxes, fees, and reasonable

attorneys' fees and expenses, and all such costs will be added to the Secured Obligations. Bank may apply the proceeds actually received from any such license, assignment, sale, or other disposition to the reasonable costs and expenses thereof, including reasonable attorneys' fees and all legal, travel, and other expenses that may be incurred by Bank, and then to the Secured Obligations, as provided for in the Loan Agreement. Grantor will remain liable and will pay Bank on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Secured Obligations and the balance of any expenses unpaid. Nothing contained in this Paragraph 7(b) may be construed as requiring Bank to take any such action at any time. In the event of any such license, assignment, sale, or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, Grantor will supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with which the Trademarks, Patents, or Copyrights are used, and its customer lists and other records relating to the Trademarks, Patents, or Copyrights and to the distribution of products or the provisions of services, to Bank or its designee.

#### **8. Indemnification and Release.**

(a) Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks, and Copyrights, and Grantor hereby indemnifies Bank and its respective directors, officers, employees, agents, and any of its Affiliates (collectively, "Indemnitees") against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret, copyright, or mask work of a third party or alleged defect in any product manufactured, promoted, or sold by Grantor (or any Affiliate of Grantor) in connection with any Patent, Trademark, or Copyright, or out of the manufacture, promotion, labeling, sale, or advertisement of any product or service by Grantor (or any Affiliate of Grantor). Grantor agrees that Bank does not assume, nor will Bank have any responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Grantor, and Grantor hereby indemnifies each Indemnitee against any and all claims by any Person relating thereto.

(b) Grantor hereby indemnifies each Indemnitee against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with: (i) any claim, suit, or proceeding instituted by or against Grantor; (ii) any action taken or omitted to be taken by Bank pursuant to Paragraph 6(b); or (iii) any action taken or omitted to be taken by Bank pursuant to Paragraph 7(a)(iii) with respect to any license agreement of Grantor; *provided, however*, that Grantor will not be required to indemnify any Indemnitee to the extent that such liability arises from the willful misconduct or gross negligence of such Indemnitee.

(c) Grantor hereby releases each Indemnitee from any claims, causes of action, and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Indemnitees, or any of them, under the powers of attorney granted under the Special Power of Attorney executed pursuant to Paragraph 5(b), other than actions taken or omitted to be taken through the gross negligence or willful misconduct of such Indemnitees.

(d) Grantor agrees to cause Bank to be named as an additional insured with respect to any policy of insurance held by Grantor from time to time covering product liability or intellectual property infringement risk.

#### **9. Miscellaneous.**

(a) **Notices.** Except as otherwise provided herein, all notices, requests, demands, consents, instructions, or other communications to or upon Grantor or Bank under this

Agreement must be made and will be deemed received in accordance with Section 8.11 of the Loan Agreement.

(b) **Nonwaiver.** No failure or delay on Bank's part in exercising any right under this Agreement may operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) **Amendments and Waivers.** Except with respect to action by the Bank pursuant to Paragraph 4(e), this Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Grantor and Bank. Each waiver or consent under any provision hereof will be effective only in the specific instances and for the purpose for which given.

(d) **Assignments.** This Agreement is binding upon and inures to the benefit of Bank and Grantor and their respective successors and assigns; *provided, however*, that Grantor may not sell, assign, or delegate its rights and obligations under this Agreement without the prior written consent of Bank. Any sale, assignment, or delegation by Grantor in contravention of the foregoing will be null and void. Bank may sell, assign, and delegate its rights and obligations under this Agreement without restriction.

(e) **Cumulative Rights, etc.** The rights, powers, and remedies of Bank under this Agreement are in addition to all rights, powers, and remedies given to Bank by virtue of any applicable law, rule, or regulation of any Governmental Authority, the Loan Agreement, any other Loan Documents or any other agreement, all of which rights, powers, and remedies are cumulative and may be exercised successively or concurrently without impairing Bank's rights under this Agreement. Grantor waives any right to require Bank to proceed against any Person or to exhaust any Collateral or to pursue any remedy in Bank's power.

(f) **Expenses.** Grantor will reimburse Bank for all out-of-pocket expenses incurred by Bank arising out of the enforcement of this Agreement, including without limitation, attorneys' fees and costs whether or not suit is filed.

(g) **Payments Free of Taxes, Etc.** Except as otherwise provided in the Loan Agreement, all payments made by Grantor under this Agreement must be made by Grantor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions, and withholdings. In addition, Grantor must pay upon demand any stamp or other taxes, levies, or charges of any jurisdiction with respect to the execution, delivery, registration, performance, and enforcement of this Agreement. Upon request by Bank, Grantor will furnish evidence satisfactory to Bank that all requisite authorizations and approvals by, notices to, and filings with governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies, and charges have been paid.

(h) **References.** As used in this Agreement, the singular includes the plural. The captions or titles of the sections of this Agreement are for convenience of reference only and do not define or limit the provisions hereof.

(i) **Entire Agreement; Partial Invalidation.** This Agreement, together with the terms of that certain Security Agreement executed by Grantor in favor of Bank of even date hereof, contains the entire agreement between Bank and Grantor with respect to the Collateral. If any time any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of this Agreement nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired thereby.

(j) **Governing Law.** This Agreement must be construed in accordance with and governed by the laws of the State of Washington and, where applicable and except as otherwise defined herein, terms used herein shall have the meanings given them in the Washington Uniform Commercial Code.

(k) **Consent to Jurisdiction; Waiver of Jury Trial.** The other provisions of Sections 8.4 and 8.15 of the Loan Agreement are incorporated herein, mutatis mutandis, as if a part hereof.


(SIGNATURE PAGE FOLLOWS)

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.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed as of the day and year first written above.

**GRANTOR:**

**EVOLUCION INNOVATIONS, INC.,**  
a Washington corporation

By:   
Name: Thomas W. Gaiser  
Title: Chief Financial & Operating Officer

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (EVOLUCION INNOVATIONS, INC.)

**TRADEMARK**  
**REEL: 007915 FRAME: 0908**

ATTACHMENT I

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

- (a) All Patents;
- (b) All Copyrights;
- (c) All Trademarks;
- (d) All goodwill of Grantor's business symbolized by the Trademarks and all customer lists and other records of Grantor relating to the distribution of products or provision of services bearing or covered by the Trademarks;
- (e) All Trade Secrets;
- (f) All claims by Grantor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights, or Trade Secrets; and
- (g) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

SCHEDULE A TO ATTACHMENT I  
TO SECURITY AGREEMENT

U.S. TRADEMARKS

Category	Reg. Number	Mark
035	6892093	EVO and Design
035	4392576	EVO and Design
025	4735501	EVO and Design
025	4735500	Star Design
028	6717075	Star Design
035	6717075	Star Design
009	5047480	OYUKI
018	5047480	OYUKI
025	5047480	OYUKI
028	5047480	OYUKI

INTERNATIONAL TRADEMARKS

Category	Reg. Number	Mark	Country
37	5806938	RHYTHM SNOWSPORTS	Japan
39	5820116	RHYTHM SNOWSPORTS	Japan
41	5820137	RHYTHM SNOWSPORTS	Japan
43	5820138	RHYTHM SNOWSPORTS	Japan
45	5820139	RHYTHM SNOWSPORTS	Japan
37	5806939	RHYTHM SNOWBOARD SHOP	Japan
39	5820117	RHYTHM SNOWBOARD SHOP	Japan
41	5820140	RHYTHM SNOWBOARD SHOP	Japan
43	5820141	RHYTHM SNOWBOARD SHOP	Japan
45	5820142	RHYTHM SNOWBOARD SHOP	Japan
000	TMA954,462	Star Design	Canada
025	6215978	KONAYUKI and Chinese Characters	Japan
009	1576994	OYUKI	Australia
018	1576994	OYUKI	Australia
025	1576994	OYUKI	Australia
028	1576994	OYUKI	Australia
000	TMA1,013,392	OYUKI	Canada
004	701344	OYUKI	Switzerland
009	701344	OYUKI	Switzerland
018	701344	OYUKI	Switzerland
025	701344	OYUKI	Switzerland
028	701344	OYUKI	Switzerland
009	18639796	OYUKI	China

A-I

125321.0023/9178931.6  
159081183.4

**TRADEMARK**  
**REEL: 007915 FRAME: 0910**

018	18639796	OYUKI	China
025	18639796	OYUKI	China
028	18639796	OYUKI	China
025	30450755	OYUKI	China
009	303614661	OYUKI	Hong Kong
018	303614661	OYUKI	Hong Kong
025	303614661	OYUKI	Hong Kong
028	303614661	OYUKI	Hong Kong
025	5667179	OYUKI	Japan
009	WO1281701	OYUKI	European Union (EUTM & RCD)
018	WO1281701	OYUKI	European Union (EUTM & RCD)
025	WO1281701	OYUKI	European Union (EUTM & RCD)
028	WO1281701	OYUKI	European Union (EUTM & RCD)
009	UK00801281701	OYUKI	United Kingdom
018	UK00801281701	OYUKI	United Kingdom
025	UK00801281701	OYUKI	United Kingdom
028	UK00801281701	OYUKI	United Kingdom
009	WO1281701	OYUKI	New Zealand
018	WO1281701	OYUKI	New Zealand
025	WO1281701	OYUKI	New Zealand
028	WO1281701	OYUKI	New Zealand
009	WO1281701	OYUKI	WIPO
018	WO1281701	OYUKI	WIPO
025	WO1281701	OYUKI	WIPO
028	WO1281701	OYUKI	WIPO
025	6209715	OYUKI in Chinese Characters	Japan
012	6226406	RHYTHM JAPAN	Japan
025	6215983	RHYTHM JAPAN	Japan
028	6215984	RHYTHM JAPAN	Japan
037	6226401	RHYTHM JAPAN	Japan
039	6226407	RHYTHM JAPAN	Japan
041	6219941	RHYTHM JAPAN	Japan
043	6212074	RHYTHM JAPAN	Japan
045	6212075	RHYTHM JAPAN	Japan

A-I

125321.0023/9178931.6  
159081183.4

**TRADEMARK**  
**REEL: 007915 FRAME: 0911**



SCHEDULE B TO ATTACHMENT I  
TO SECURITY AGREEMENT

PATENTS

None.

SCHEDULE C TO ATTACHMENT I  
TO SECURITY AGREEMENT

APPLICATIONS FOR TRADEMARKS

Category	Application Number	Mark
035	2,115,609	EVO and Design

SCHEDULE D TO ATTACHMENT I  
TO SECURITY AGREEMENT

PATENT APPLICATIONS

None.

SCHEDULE E TO ATTACHMENT I  
TO SECURITY AGREEMENT

COPYRIGHTS

None.

SCHEDULE F TO ATTACHMENT I  
TO SECURITY AGREEMENT

COPYRIGHT APPLICATIONS

None.

SCHEDULE G TO ATTACHMENT I  
TO SECURITY AGREEMENT

LICENSES GRANTED BY GRANTOR TO THIRD PARTIES

None.

SCHEDULE H TO ATTACHMENT I  
TO SECURITY AGREEMENT

LICENSES GRANTED BY THIRD PARTIES TO GRANTOR

None.

ATTACHMENT II TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST, dated as of November 29, 2022, is executed by EVOLUCION INNOVATIONS, INC., a Washington corporation ("Grantor"), in favor of MUFG UNION BANK, N.A. ("Bank").

A. Pursuant to that certain Loan Agreement dated as of November 29, 2022, among Grantor, EVOLUCION LODGING SLC LLC, a Washington limited liability company ("Evolucion Lodging SLC"), EVO COLLECTIVE, LTD., a company formed under the laws of the Province of British Columbia ("Evo Collective"), WHISTLER VILLAGE SPORTS LTD., a company formed under the laws of the Province of British Columbia ("Whistler"), CALLAGHAN COUNTRY WILDERNESS ADVENTURES LTD., a company formed under the laws of the Province of British Columbia ("Callaghan"), and any other Person which may become a Borrower or Guarantor pursuant to Section 4.12 of the Loan Agreement (each a "Borrower" and collectively, "Borrowers"), and Bank (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to extend certain credit facilities to Grantor and the other Borrowers upon the terms and subject to the conditions set forth therein.

B. Grantor owns the patents/trademarks/copyrights and/or applications for patents/trademarks/copyrights more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Intellectual Property");

C. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement") in favor of Bank; and

D. Pursuant to the Security Agreement, Grantor has granted to Bank a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the "Collateral"), to secure the prompt payment, performance, and observance of the Secured Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to Bank a security interest in the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Bank's address is:

MUFG Union Bank, N.A.  
Commercial Loan Operations  
1980 Saturn Street, 1stFloor  
MC V01 120  
Monterey Park, California 91755



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.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be executed as of the day and year first above written.

**GRANTOR:**

**EVOLUCION INNOVATIONS, INC.,**  
a Washington corporation

By: 

Name: Thomas W. Gaisser

Title: Chief Financial & Operating Officer

SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (EVOLUCION INNOVATIONS, INC.)

**TRADEMARK**  
**REEL: 007915 FRAME: 0920**

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF WA )

COUNTY OF KING ) ss.

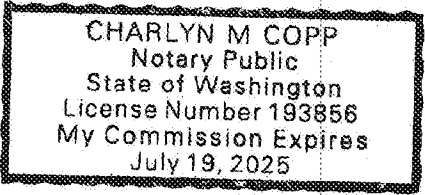
On November 22 2022, before me, Charlyn M. Copp, Notary WA state  
(Name and Title of Officer)

personally appeared Thomas W. Gaisser

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Charlyn M. Copp  
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
- Title(s)
- Partner(s)  Limited
- General
- Attorney-In-Fact Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ Title Or Type Of Document

\_\_\_\_\_ Number Of Pages

\_\_\_\_\_ Date Of Document

\_\_\_\_\_ Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT TO GRANT OF SECURITY INTEREST (EVOLUCION INNOVATIONS, INC.)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

[PATENTS/TRADEMARKS/COPYRIGHTS]

U.S. TRADEMARKS

Category	Reg. Number	Mark
035	6892093	EVO and Design
035	4392576	EVO and Design
025	4735501	EVO and Design
025	4735500	Star Design
028	6717075	Star Design
035	6717075	Star Design
009	5047480	OYUKI
018	5047480	OYUKI
025	5047480	OYUKI
028	5047480	OYUKI

INTERNATIONAL TRADEMARKS

Category	Reg. Number	Mark	Country
37	5806938	RHYTHM SNOWSPORTS	Japan
39	5820116	RHYTHM SNOWSPORTS	Japan
41	5820137	RHYTHM SNOWSPORTS	Japan
43	5820138	RHYTHM SNOWSPORTS	Japan
45	5820139	RHYTHM SNOWSPORTS	Japan
37	5806939	RHYTHM SNOWBOARD SHOP	Japan
39	5820117	RHYTHM SNOWBOARD SHOP	Japan
41	5820140	RHYTHM SNOWBOARD SHOP	Japan
43	5820141	RHYTHM SNOWBOARD SHOP	Japan
45	5820142	RHYTHM SNOWBOARD SHOP	Japan
000	TMA954,462	Star Design	Canada
025	6215978	KONAYUKI and Chinese Characters	Japan
009	1576994	OYUKI	Australia
018	1576994	OYUKI	Australia
025	1576994	OYUKI	Australia
028	1576994	OYUKI	Australia
000	TMA1,013,392	OYUKI	Canada
004	701344	OYUKI	Switzerland
009	701344	OYUKI	Switzerland
018	701344	OYUKI	Switzerland
025	701344	OYUKI	Switzerland

II

125321.0023/9178931.6

**TRADEMARK**  
**REEL: 007915 FRAME: 0922**

028	701344	OYUKI	Switzerland
009	18639796	OYUKI	China
018	18639796	OYUKI	China
025	18639796	OYUKI	China
028	18639796	OYUKI	China
025	30450755	OYUKI	China
009	303614661	OYUKI	Hong Kong
018	303614661	OYUKI	Hong Kong
025	303614661	OYUKI	Hong Kong
028	303614661	OYUKI	Hong Kong
025	5667179	OYUKI	Japan
009	WO1281701	OYUKI	European Union (EUTM & RCD)
018	WO1281701	OYUKI	European Union (EUTM & RCD)
025	WO1281701	OYUKI	European Union (EUTM & RCD)
028	WO1281701	OYUKI	European Union (EUTM & RCD)
009	UK00801281701	OYUKI	United Kingdom
018	UK00801281701	OYUKI	United Kingdom
025	UK00801281701	OYUKI	United Kingdom
028	UK00801281701	OYUKI	United Kingdom
009	WO1281701	OYUKI	New Zealand
018	WO1281701	OYUKI	New Zealand
025	WO1281701	OYUKI	New Zealand
028	WO1281701	OYUKI	New Zealand
009	WO1281701	OYUKI	WIPO
018	WO1281701	OYUKI	WIPO
025	WO1281701	OYUKI	WIPO
028	WO1281701	OYUKI	WIPO
025	6209715	OYUKI in Chinese Characters	Japan
012	6226406	RHYTHM JAPAN	Japan
025	6215983	RHYTHM JAPAN	Japan
028	6215984	RHYTHM JAPAN	Japan
037	6226401	RHYTHM JAPAN	Japan
039	6226407	RHYTHM JAPAN	Japan
041	6219941	RHYTHM JAPAN	Japan
043	6212074	RHYTHM JAPAN	Japan
045	6212075	RHYTHM JAPAN	Japan

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST  
[PATENTS/TRADEMARKS/COPYRIGHTS] APPLICATIONS

Category	Application Number	Mark
035	2,115,609	EVO and Design

ATTACHMENT III TO SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL PERSONS BY THESE PRESENTS, THAT EVOLUCION INNOVATIONS, INC., a Washington corporation ("Grantor"), pursuant to an Intellectual Property Security Agreement dated as of November 29, 2022 (as amended, restated, supplemented, and modified from time to time, the "Security Agreement"), in favor of MUFG UNION BANK, N.A. ("Bank") hereby appoints and constitutes Bank its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor:

1. For the purpose of assigning, selling, licensing, or otherwise disposing of all right, title, and interest of Grantor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing, or otherwise disposing of all right, title, and interest of Grantor in and to any trademarks, trade names, trade styles, and service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose;

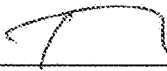
3. For the purpose of assigning, selling, licensing, or otherwise disposing of all right, title, and interest of Grantor in and to any copyrights, and all registrations, recordings, reissues, extensions, and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose.

4. For the purpose of evidencing and perfecting the Bank's interest in any patent, trademark, copyright, or mask work not previously assigned to Bank as security, or in any patent, trademark, copyright, or mask work, that Grantor may acquire from a third party, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose.

5. To execute any and all documents, statements, certificates, or other papers necessary or advisable in order to obtain the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement and takes effect solely for the purposes of Paragraphs 2(a), 2(b), 5(a) and 7(a) thereof and is subject to the conditions thereof and may not be revoked until the indefeasible payment in full of all "Secured Obligations" as defined in the Security Agreement and the termination of the Loan Agreement described therein

**EVOLUCION INNOVATIONS, INC.,**  
a Washington corporation

By:   
Name: Thomas W. Gaisser  
Title: Chief Financial & Operating Officer

SIGNATURE PAGE TO SPECIAL POWER OF ATTORNEY (EVOLUCION INNOVATIONS, INC.)

**TRADEMARK**  
**REEL: 007915 FRAME: 0926**

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF WA )  
 ) ss.  
COUNTY OF KING )

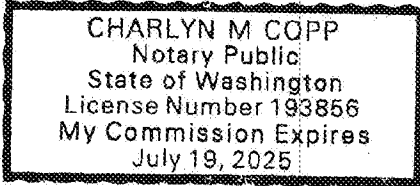
On November 22, 2022, before me, Charlyn M. Copp, Notary WA State  
(Name and Title of Officer)

personally appeared \_\_\_\_\_ Thomas W. Gaisser \_\_\_\_\_

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Charlyn M. Copp  
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual	_____
<input type="checkbox"/> Corporate Officer	Title Or Type Of Document
_____	_____
<input type="checkbox"/> Title(s)	Number Of Pages
<input type="checkbox"/> Partner(s) <span style="margin-left: 100px;"><input type="checkbox"/> Limited</span>	_____
<span style="margin-left: 100px;"><input type="checkbox"/> General</span>	Date Of Document
<input type="checkbox"/> Attorney-In-Fact Trustee(s)	_____
<input type="checkbox"/> Guardian/Conservator	Signer(s) Other Than Named Above
<input type="checkbox"/> Other: _____ <input type="checkbox"/>	
Signer is representing:	
Name Of Person(s) Or Entity(ies)	
_____	

ALL-PURPOSE ACKNOWLEDGMENT TO SPECIAL POWER OF ATTORNEY (EVOLUCION INNOVATIONS, INC.)