

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H2Scan Corporation		12/19/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	El Dorado Investment Company		
Street Address:	400 E Van Buren Street		
Internal Address:	Ste 350		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2561317	HYDROGEN IS THE FUTURE, WE CAN SENSE IT	
Registration Number:	2459306	ROBUST HYDROGEN SENSOR	
Registration Number:	3352184	H2SCAN	
Registration Number:	4514863	GRIDSCAN	
Registration Number:	4825867	HY-OPTIMA	
Registration Number:	4825866	HY-ALERTA	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	4803276650		
Email:	trademark@weissbrown.com		
Correspondent Name:	Rebecca Weisenberg		
Address Line 1:	c/o Weiss Brown, PLLC		
Address Line 2:	6263 N Scottsdale Rd Ste 340		
Address Line 4:	Scottsdale, ARIZONA 85250		
ATTORNEY DOCKET NUMBER:	1024.0015		
NAME OF SUBMITTER:	Rebecca Weisenberg		
SIGNATURE:	/Rebecca Weisenberg/		

CH \$165.00 2561317

DATE SIGNED:

12/31/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 19, 2019 by and between EL DORADO INVESTMENT COMPANY, an Arizona corporation (“Secured Party”) and H2SCAN CORPORATION, a California corporation (the “Grantor”).

RECITALS

WHEREAS, Secured Party has agreed to make certain advances of money and extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and between Secured Party and Grantor (“Security Agreement”), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party. Grantor hereby authorizes Secured Party to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This 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 Secured Party with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This 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 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 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 Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

H2SCAN CORPORATION

By:  _____

Dennis Reid, Chief Executive Officer

SECURED PARTY:

EL DORADO INVESTMENT COMPANY

By: _____

John R. Finn, Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

H2SCAN CORPORATION

By: _____
Dennis Reid, Chief Executive Officer

SECURED PARTY:

EL DORADO INVESTMENT COMPANY

By: _____
John R. Finn, Managing Director

EXHIBIT A

Copyrights

H2Scan has rights in the following copyrights. It has not been determined if the rights are ownership or a license.

- Marketing materials including web pages, advertisements, and brochures
- Manuals
- Software used in products

EXHIBIT B

Patents

Exhibit B - Patents for H2Scan Corporation

Mat Ref	Country	Matter No	Serial or Patent No.	Status
U.S. Patents				
Isolated Gas Sensor Configuration (-2 US)	United States of America	17-34810 [51244-2]	7913542	Issued
Thin Film Gas Sensor Configuration (-2 US)	United States of America	17-34804 [51242-2]	7565827	Issued
Thin Film Gas Sensor Configuration (US)	United States of America	17-34802 [51242-1]	7228725	Issued
Method for Measuring Gas Concentrations Based on Sensor Response Times (Non-Provisional)	United States of America	17-34047 (51339)	14/624,400	Pending
Method and System for Sensing Gas Incorporating an Integrated Reference Element (US)	United States of America	17-34809 [51243-1]	7901553	Issued
Techniques For Calculating Gas Concentrations in a Fluid Environment (US)	United States of America	17-34806 [51272]	8265881	Issued
Gas Sensing Systems and Methods	United States of America	17-34046 (51273-1)	10197519	Issued
System For Estimating A Gas Concentration In A Mixed Atmosphere	United States of America	17-34795 (51274)	8706424	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (-1)	United States of America	17-34808 [51272-1]	9267929	Issued
Method and Apparatus for Thermal Isolation of a Gas Sensor (-1)	United States of America	17-34803 [51241-1]	7389672	Issued
Methods and Systems for Measuring Gas Concentrations Based on Sensor Response Times (Provisional)	United States of America	19-37972 (51339-1)	62/830,182	Pending
Foreign Patents				
Gas Sensor Incorporating an Integrated Reference Device (China)	China	17-34252 (51243-1CN)	200580006225.7	Issued
Gas Sensor Incorporating an Integrated Reference Device (Germany)	Germany	17-34253 (51243-1DE)	112005000250.0	Issued
Gas Sensor Incorporating an Integrated Reference Device (Japan)	Japan	17-34231 [51243-1JP]	4870577	Issued
Isolated Gas Sensor Configuration (China)	China	17-34254 (51244CN)	200580006226.1	Issued
Isolated Gas Sensor Configuration (Germany)	Germany	17-34255 (51244DE)	112005000251.9	Issued
Isolated Gas Sensor Configuration (Japan)	Japan	17-34256 (51244JP)	4662951	Issued
Method and Apparatus for Thermal Isolation of a Gas Sensor (China)	China	17-34248 (51241-1CN)	ZL205800062276	Issued
Method and Apparatus for Thermal Isolation of a Gas Sensor (Germany)	Germany	17-34249 (51241-1DE)	112005000248.9	Issued
Method and Apparatus for Thermal Isolation of a Gas Sensor (Japan)	Japan	17-34227 (51241-1JP)	4620687	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (-1) (Europe)	Europe	17-35193 (51272-1EP)	2764456	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (Finland)	Finland	17-34757 (51272-1FI)	2764456	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (France)	France	17-34758 (51272-1FR)	2764456	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (Germany)	Germany	17-34759 (51272-1DE)	2764456	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (Great Britain)	Great Britain	17-34762 (51272-1GB)	2764456	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (India)	India	17-34986 [51272-1IN]	848/MUMNP/2014	Pending
Techniques for Calculating Gas Concentrations in a Fluid Environment (Ireland)	Ireland	17-35977 [51272-1IE]	2764456	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (Japan)	Japan	17-34505 [51272-1JP]	6193239	Issued

Exhibit B - Patents for H2Scan Corporation

Techniques for Calculating Gas Concentrations in a Fluid Environment (Korea)	South Korea	17-34982 [51272-1KR]	10-1519806	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (Sweden)	Sweden	17-34760 (51272-1SE)	2764456	Issued
Techniques for Calculating Gas Concentrations in a Fluid Environment (Switzerland)	Switzerland	17-34761 (51272-1CH)	2764456	Issued
Thin Film Gas Sensor Configuration (China)	China	17-34250 (51242CN)	200580006222.3	Issued
Thin Film Gas Sensor Configuration (Germany)	Germany	17-34251 (51242DE)	112005000249.7	Issued
Thin Film Gas Sensor Configuration (Japan)	Japan	17-33637 [51242JP]	2006-551465	Pending

EXHIBIT C

Trademarks

Exhibit C - Trademarks for H2Scan Corporation

Mat Ref	Country	Matter No	Reg. No.	Issue Date	Status
U.S. Trademarks					
HYDROGEN IS THE FUTURE, WE CAN SENSE IT (US)	United States of America	17-34807 [51277]	2,561,317	4/16/2002	Issued
ROBUST HYDROGEN SENSOR	United States of America	17-34650 (51276)	2,459,306	6/12/2001	Issued
H2SCAN	United States of America	17-34649 (51278)	3,352,184	12/11/2007	Issued
GRIDSCAN	United States of America	17-34648 (51280)	4,514,863	4/15/2014	Issued
HY-OPTIMA	United States of America	17-34647 (51682)	4,825,867	10/6/2015	Issued
HY-ALERTA	United States of America	17-34646 (51681)	4,825,866	10/6/2015	Issued