

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rohinni, Inc.		04/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cowles Company		
Street Address:	999 West Riverside Avenue		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6139192	ROHINNI	
Serial Number:	97529245	NIEO	
Serial Number:	97529241	NIEO	
Serial Number:	97529237	R	
Serial Number:	97529227	R SERIES	
Serial Number:	97529285	LUMOS	
Serial Number:	97529281	PPT	
Serial Number:	97529274	PATHFINDER	
Serial Number:	97529269	P SERIES	
Serial Number:	97529265	P	
Serial Number:	97529259	CBH	
Serial Number:	97529256	BONDHEAD	
Serial Number:	97529251	N SERIES	
Serial Number:	97529247	N	
CORRESPONDENCE DATA			
Fax Number:	5092138694		
<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:	509-755-2068		

OP \$365.00 6139192

Email: dknutson@hawleytroxell.com
Correspondent Name: David Knutson, Hawley Troxell
Address Line 1: 422 W. Riverside Avenue
Address Line 2: Suite 1100
Address Line 4: Spokane, WASHINGTON 99201

NAME OF SUBMITTER: David Knutson

SIGNATURE: /David Knutson/

DATE SIGNED: 07/27/2023

Total Attachments: 14

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SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made as of April 4, 2023 (the "Effective Date") by ROHINNI, INC., a Delaware corporation (the "Grantor"), in favor of Cowles Company (the "Secured Party"), with reference to the following facts:

RECITALS

A.

(the "Line of Credit").

B.

(the "Guarantee").

C. As a condition of providing the Guarantee, the Secured Party requires that the Grantor provide a security interest in the Collateral (as defined below), all according to the terms, but subject to the conditions, set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, Grantor and the Secured Party agree as follows:

SECTION 1 DEFINITIONS; GRANT OF SECURITY.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

"Account Debtor" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"Collateral" shall have the meaning assigned in Section 1.3.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether Grantor is licensee or licensor thereunder).

"Copyrights" shall mean all United States, state and foreign copyrights, whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past, present and future infringements of any of the foregoing, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Equipment" shall mean: (i) all "equipment" as defined in the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"Event of Default" shall mean: (i) Grantor's failure to pay or perform any obligation to Wells Fargo Bank, N.A. under the Line of Credit and any promissory note, loan agreement or other instrument or loan document given in connection with or evidencing the same; and (ii) the failure of Grantor to pay or perform any obligation or covenant under this Agreement; and (iii) any representation or warranty of Grantor under this Agreement shall have been untrue in any material respect when made or given.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all tax refunds, all licenses, permits, concessions and authorizations and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment and any computer program embedded in the goods and any supporting information provided in connection with such program if (x) the program is associated with the goods in such a manner that is customarily considered part of the goods or (y) by becoming the owner of the goods, a Person acquires a right to use the program in connection with the goods (in each case, regardless of whether characterized as goods under the UCC).

"Insurance" shall mean: (i) all insurance policies covering any or all of the Collateral (regardless of whether the Secured Party is the loss payee thereof) and (ii) any key man life insurance policies.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses and, without limitation, all software code and software scripts.

"Inventory" shall mean: (i) all "inventory" as defined in the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

"Liens" means any lien, security interest, mortgage, pledge, hypothecation, assignment, encumbrance, claim or interest of any kind or nature.

"Obligations" means all obligations, whether direct or indirect, joint or several, absolute or contingent or now or hereafter existing, or due or to become due, of Grantor to the Secured Party under this Agreement or the Line of Credit or any other related loan document, including any extensions, replacements, modifications, substitutions, amendments and renewals of the same, whether for principal, interest, fees, expenses or otherwise.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether Grantor is licensee or licensor thereunder).

"Patents" shall mean all United States, state and foreign patents and applications for letters patent throughout the world, all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights corresponding hereto throughout the world, and all proceeds of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and the right to sue for past, present and future infringements of any of the foregoing.

"Permitted Liens" shall mean Liens in connection with the acquisition of fixed or capital assets attaching only to the property being acquired and the products and proceeds thereof.

"Proceeds" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC, and (ii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument General Intangible, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or Secured Party from time to time acting for Grantor or otherwise, and (iii) all other written or non-written forms of information related in any way to the foregoing or any Receivable.

"Secured Obligations" shall have the meaning assigned in Section 2.1.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder).

"Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean any and all payments providing for the granting of any right in or to Trade Secrets (whether Grantor is licensee or licensor thereunder).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, the right to sue for past, present and future infringement of any Trade Secret, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Washington or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the UCC. References to "Sections", "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

1.3 Grant of Security. Grantor hereby grants to the Secured Party, for the benefit of the Secured Party, a security interest and continuing lien on all of Grantor's right, title and interest in, to and under all of its assets, including but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located, including any such Collateral of the Grantor (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Accounts;
- (b) Cash and currency;
- (c) Chattel Paper;
- (d) Deposit Accounts;
- (e) Documents;
- (f) General Intangibles;
- (g) Goods;
- (h) Instruments;
- (i) Insurance;
- (j) Intellectual Property;
- (k) Receivables and Receivable Records;
- (l) Securities Accounts;
- (m) to the extent not otherwise included above, all Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (n) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

For avoidance of doubt it is expressly understood and agreed that, to the extent the Uniform Commercial Code is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties hereto desire that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of Grantor that the description of Collateral set forth above be construed to include the

broadest possible range of assets (except as specifically excluded by Section 1.4 hereof). Notwithstanding the immediately preceding sentence, the foregoing grant is intended to apply immediately on the date hereof to all Collateral to the fullest extent permitted by applicable law regardless of whether any particular item of Collateral is currently subject to the UCC.

1.4 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include and Grantor shall not grant, and shall not be deemed to have granted, a security interest in, any of Grantor's right, title or interest in any Intellectual Property if the grant of such security interest shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest of any Grantor therein.

SECTION 2 SECURITY FOR OBLIGATIONS; GRANTOR REMAINS LIABLE.

2.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Obligations of Grantor (collectively, the "Secured Obligations").

2.2 Grantor Remains Liable.

(a) Anything contained herein to the contrary notwithstanding:

(i) Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed;

(ii) the exercise by the Secured Party' rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral; and

(iii) the Secured Party shall not have any obligation or liability under any contract or agreement included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(b) Neither the Secured Party nor any purchaser at a foreclosure sale under this Agreement shall be obligated to assume any obligation or liability under any contract and agreement included in the Collateral unless the Secured Party or any such purchaser otherwise expressly agrees in writing to assume any or all of said obligations.

SECTION 3 REPRESENTATIONS AND WARRANTIES AND COVENANTS.

3.1 Representations and Warranties. Grantor hereby represents and warrants that as of the date hereof:

(a) the jurisdiction of organization of Grantor is Delaware;

(b) the full legal name of Grantor is as set forth in the opening paragraph of this Agreement and it has not done business under any other name (including any tradename or fictitious business name);

(c) Grantor is not bound as debtor under a security agreement entered into by another Person;

(d) Grantor warrants that it holds good and marketable title to the Collateral, free and clear of all liens and encumbrances. No financing statement covering any of the Collateral is on file in any public office. Grantor shall defend Secured Party' rights in the Collateral against the claims and demands of all other persons; and

(e) this Agreement creates a valid security interest in favor of the Secured Party in the applicable Collateral of the Grantor and, when properly perfected by filing, shall constitute a valid perfected security interest in such Collateral, to the extent that a security interest in such collateral can be perfected by filing under the UCC, free and clear of all Liens except for Permitted Liens. With respect to any Collateral consisting of Deposit Accounts, upon execution and delivery by the Grantor, each applicable depository bank and the Secured Party of a customary deposit account control agreement (the "Deposit Account Control Agreement") granting Control to the Secured Party over such Collateral substantially in form and substance reasonably satisfactory to the Secured Party, the Secured Party shall have a perfected security interest in such Collateral. With respect to any Collateral consisting of a Securities Entitlement or held in a Securities Account, upon execution and delivery by the Grantor, the applicable Securities Intermediary and the Secured Party of a customary securities account control agreement (the "Securities Account Control Agreement") granting Control to the Secured Party over such Collateral substantially in form and substance reasonably satisfactory to the Secured Party, the Secured Party shall have a perfected security interest in such Collateral.

3.2 Covenants and Agreements. Grantor hereby covenants and agrees that:

(a) it shall notify the Secured Party within ten (10) days following any change in Grantor's name, identity, corporate structure, sole place of business or jurisdiction of organization identifying such change and providing such other information in connection therewith as the Secured Party may reasonably request;

(b) it shall notify the Secured Party within ten days following the acquisition or creation of any material asset constituting Collateral if a security interest in such asset is perfected in any manner other than the filing of a financing statement;

(c) it shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at locations as are acceptable to Secured Party. Except in the ordinary course of its business, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Secured Party;

(d) except for inventory sold, licenses granted, or accounts collected in the ordinary course of Grantor's business, it shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, without the prior written consent of Secured Party; this includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Secured Party, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Secured Party and shall not be commingled with any other funds; provided, however, this requirement shall not constitute consent by Secured Party to any

sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Secured Party;

(e) it shall maintain all tangible Collateral in good condition and repair. Grantor will not commit or permit damage to or destruction of the Collateral or any part of the Collateral;

(f) it will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement or upon any document or documents evidencing the Obligations. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Secured Party' interest in the Collateral is not jeopardized. In any contest Grantor shall defend itself and Secured Party and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Secured Party as an additional obligee under any surety bond furnished in the contest proceedings; and

(g) it shall comply promptly with all laws, ordinances and regulations of all governmental authorities applicable to the production, disposition, or use of the Collateral.

3.3 Receivables. Grantor covenants and agrees that it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith.

3.4 Intellectual Property Collateral. Grantor hereby covenants and agrees as follows:

(a) it shall use good faith effort to report to the Secured Party (i) the filing of any application to register any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by Grantor or through any Secured Party, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property Collateral by any such office; and

(b) it shall, promptly upon the reasonable request of the Secured Party, execute and deliver to the Secured Party any document required to acknowledge, confirm, register, record, or perfect the Secured Party' interest in any part of the Intellectual Property Collateral, whether now owned or hereafter acquired.

3.5 Deposit Accounts

(a) At Secured Party' request, Grantor shall maintain Deposit Accounts only with banks that have entered into a Deposit Account Control Agreement (each such bank, a "**Depository Bank**") with Secured Party and shall deposit in a Deposit Account subject to a Deposit Account Control Agreement all of its cash balances and the proceeds of all of the other Collateral received from time to time thereby.

(b) Grantor agrees that it will not add any bank as a Depository Bank or add any Deposit Account unless the Secured Party shall have received at least ten days' prior written notice of such addition and shall have received a Deposit Account Control Agreement or a supplement to an existing Deposit Account Control Agreement, covering such new Deposit Account and duly executed by such Depository Bank and the Grantor (and, upon the receipt by the Secured Party of any such Deposit Account Control Agreement or supplement to an existing Deposit Account Control Agreement, any

applicable schedule shall be automatically amended to include the additional Deposit Account and, if applicable, the new Depository Bank).

3.6 Securities Accounts. Grantor shall not maintain any Securities Account other than those maintained as of the date of this Agreement, unless the Secured Party shall have received at least ten days' prior written notice of such addition and shall have received a Securities Account Control Agreement or a supplement to an existing Securities Account Control Agreement, covering such new Securities Account and duly executed by the Securities Intermediary for such Securities Account and Grantor (and, upon the receipt by the Secured Party of any such Securities Account Control Agreement or supplement to an existing Securities Account Control Agreement, any applicable schedule shall be automatically deemed amended to include the additional Securities Account and, if applicable, the new Securities Intermediary).

SECTION 4 ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES.

4.1 Further Assurances.

(a) To the extent permitted by applicable law, Grantor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor. Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Grantor shall furnish to the Secured Party from time-to-time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

(b) Grantor hereby authorizes the Secured Party to file a record or records, including, without limitation, financing statements, in all jurisdictions and with all filing offices as the Secured Party may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Secured Party herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Secured Party may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Secured Party herein, including, without limitation, describing such property as "all assets" or "all personal property."

SECTION 5 SECURED PARTY APPOINTED ATTORNEY-IN-FACT.

5.1 Power of Attorney. Grantor hereby irrevocably appoints the Secured Party (such appointment being coupled with an interest) as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, the Secured Party or otherwise, from time to time in the Secured Party' discretion to take the following actions:

(a) to prepare, sign and file any UCC financing statements in the name of Grantor as debtor; and

(b) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Party in its sole discretion, any such payments made by the Secured Party to become obligations of Grantor to the Secured Party, due and payable immediately without demand.

5.2 No Duty on the Part of Secured Party. The powers conferred on the Secured Party hereunder are solely to protect the interests of the Secured Party in the Collateral and shall not impose any duty upon the any Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or Secured Party shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 6 EFFECT OF EVENT OF DEFAULT AND REMEDIES.

6.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Secured Party on default under the UCC (whether or not the UCC applies to the affected Collateral), and also may pursue any of the following separately, successively or simultaneously:

(i) require Grantor to, and Grantor hereby agrees that it shall at its expense and promptly upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party;

(ii) require Grantor to contact Account Debtors to make payments directly to Secured Party (and contact those Account Debtors directly);

(iii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iv) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Secured Party deems appropriate; and

(v) without notice except as specified below, sell, assign, lease, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party' offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable.

(b) The Secured Party may be the purchaser of any or all of the Collateral at any such sale and the Secured Party shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may,

without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by the Secured Party to collect such deficiency. Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Secured Party, that the Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Secured Party hereunder.

(c) The Secured Party may sell the Collateral without giving any warranties as to the Collateral. The Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely effect the commercial reasonableness of any sale of the Collateral.

(d) If the Secured Party sells any of the Collateral on credit, the Secured Obligations will be credited only with payments actually made by the purchaser and received by the Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Secured Party may resell the Collateral.

(e) The Secured Party shall have no obligation to marshal any of the Collateral.

6.2 Intellectual Property Collateral. Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Secured Party or otherwise, in the Secured Party's sole discretion, to enforce any Intellectual Property Collateral, in which event Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify the Secured Party as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Secured Party shall elect not to bring suit to enforce any Intellectual Property Collateral as provided in this Section, Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement;

6.3 Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Secured Party in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Secured Party against, the Secured Obligations in the following order of priority: first to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Secured Party and its Secured Party and counsel, and all other expenses, liabilities and advances made or incurred by the Secured Party in connection therewith, and all advances made by the Secured Party hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Secured Party in connection with the exercise of any right or remedy hereunder or under the Line of Credit, all in accordance with the terms hereof or thereof; second, to the extent of any excess, to the

payment of all other Secured Obligations; and third, to the extent of any excess such proceeds, to the payment to or upon the order of Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

SECTION 7 CONTINUING SECURITY INTEREST.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations and be binding upon Grantor, its successors and assigns, and inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns.

SECTION 8 STANDARD OF CARE; SECURED PARTY MAY PERFORM.

The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property. Neither the Secured Party nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantor.

SECTION 9 INDEMNIFICATION.

The Grantor agrees to pay, and to save the Secured Party harmless from, any and all liabilities, reasonable costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral, or (iii) in connection with any of the transactions contemplated by this Agreement. In any suit, proceeding or action brought by the Secured Party under any account for any sum owing thereunder, or to enforce any provisions of any account, the Grantor will save, indemnify and keep the Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Grantor. The foregoing indemnification shall not apply to any liabilities, costs or expenses resulting directly from the gross negligence or wilful misconduct of the Secured Party.

SECTION 10 MISCELLANEOUS.

10.1 Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or sent by facsimile transmission with confirming copy sent by overnight courier addressed to the intended recipient as follows:

(a) if to Grantor:

ROHINNI, INC.
Attn: Ryan Cameron
23221 E Knox Avenue
Liberty Lake, WA 99019

(b) if to Secured Party:

Cowles Company
Attn: Steve Rector
999 West Riverside Avenue
Spokane, WA 99201

No failure or delay on the part of the Secured Party in the exercise of any power, right or privilege hereunder or under any other agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. The rights and obligations of the parties hereto pursuant to this Agreement and the Line of Credit are integrated and are not severable. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. The Secured Party may assign the security interest herein to any of its lenders. No Grantor shall, without the prior written consent of the Secured Party, assign any right, duty or obligation hereunder. This Agreement embodies the entire agreement and understanding between Grantor and the Secured Party and supersedes all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, this Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

10.2 Attorneys Fees. Grantor agrees to reimburse Secured Party for all of its reasonable costs, charges, expenses, and attorneys' fees that Secured Party incurs, with or without litigation: (i) in connection with the enforcement of any remedy contained in this Agreement, or (ii) in connection with any action taken by Secured Party in accordance with the terms of this Agreement to protect its interests including, without limitation, any actions necessitated by the bankruptcy of Grantor or the exercise by any other creditor of Grantor of its right against Grantor or the Collateral. Grantor specifically acknowledges that Secured Party may recover its reasonable costs, charges, expenses, and attorneys' fees in any litigation, appeal of any trial court decision, any arbitration proceeding, any action contesting or seeking to restrain, enjoin, stay or postpone the exercise of any remedy, and any bankruptcy or other insolvency proceeding involving Grantor, including but not limited to the following actions and proceedings in bankruptcy: (a) filing an involuntary bankruptcy petition; (b) seeking dismissal, abstention or conversion of a bankruptcy proceeding; (c) challenging venue of a bankruptcy proceeding; (d) filing and defending a proof of claim; (e) opposing or conditioning the debtor's right to operate

SECURITY AGREEMENT - 12

its business; (f) serving on a creditors' committee; (g) seeking appointment of a trustee, examiner or disbursing agent; (h) proposing, challenging or seeking modification of a plan of reorganization; (i) seeking relief from stay and/or adequate protection; (j) opposing the debtor's use of cash collateral or obtaining credit; and (k) opposing discharge. Such costs, expenses, and fees shall be due and payable upon demand and, if not paid within 10 days thereafter, shall bear interest from the date of such demand to and including the date of collection at the rate 12.00% per annum.

10.02 Modification of Agreement. This Loan Agreement may not be modified, amended, or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their respective successors or assigns.

10.03 CHOICE OF LAW AND VENUE. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY WASHINGTON STATE COURT OR FEDERAL COURT SITTING IN SPOKANE, WASHINGTON; AND THE GRANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IN THE EVENT THE GRANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, OR ALLEGING ANY BREACH OF THIS AGREEMENT, THE SECURED PARTY AT ITS OPTION IS ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES DESCRIBED ABOVE, OR IF SUCH TRANSFER CANNOT BE ACCOMPANIED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE. GRANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

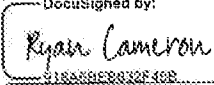
10.04 WAIVER OF JURY RIGHT. GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO JUDICIALLY ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED (OR WHICH MAY IN THE FUTURE BE DELIVERED) IN CONNECTION HEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT. GRANTOR AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

ORAL PROMISES, COMMITMENTS OR AGREEMENTS TO EXTEND CREDIT, MAKE A LOAN OR FORBEAR FROM COLLECTION OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

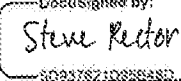
"GRANTOR:"

ROHINI, INC.
a Delaware corporation

By: 
Ryan Cameron, Chief Executive Officer

"SECURED PARTY:"

COWLES COMPANY

By: 
Steve Rector, Chief Financial Officer

(SIGNATURE PAGE TO SECURITY AGREEMENT)