

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAP! HOLDINGS, LLC		05/07/2015	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	BC24, LLC		
Street Address:	280 NORTH OLD WOODWARD AVENUE, SUITE 104		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4132675	ZAP!	
Registration Number:	3145055	ZAP!	
Registration Number:	2029697	ZAP!	
Registration Number:	2139777	RESTORE 4	
Registration Number:	2417821	"DON'T REPLACE IT, RESTORE IT!"	
Registration Number:	3944310	PROFESSIONAL RESTORER	
Registration Number:	2657379	PROFESSIONAL RESTORER	
Registration Number:	4035241	RESTORE IT!	
Serial Number:	85504070	SNAP!	
Registration Number:	4712687	ZAP! RESTORE AMERICA!	
Registration Number:	4688921	RESTORE AMERICA	
Registration Number:	4621433	IT'S LIKE A REMODEL IN A BOTTLE	
CORRESPONDENCE DATA			
Fax Number:	2485668523		
<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:	(248) 566-8522		
Email:	jlyons@honigman.com		
Correspondent Name:	Thomas J. Appledorn		

CH \$315.00 4132675

Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: 223756-371129

NAME OF SUBMITTER: Thomas J. Appledorn

SIGNATURE: /Thomas J. Appledorn/

DATE SIGNED: 05/12/2015

Total Attachments: 10

source=Zap! Security Agreement#page1.tif
source=Zap! Security Agreement#page2.tif
source=Zap! Security Agreement#page3.tif
source=Zap! Security Agreement#page4.tif
source=Zap! Security Agreement#page5.tif
source=Zap! Security Agreement#page6.tif
source=Zap! Security Agreement#page7.tif
source=Zap! Security Agreement#page8.tif
source=Zap! Security Agreement#page9.tif
source=Zap! Security Agreement#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ZAP!)

ZAP! HOLDINGS, LLC, a Colorado limited liability company ("**Debtor**"), and BC24, LLC, a Michigan limited liability company ("**Secured Party**") enter into this Intellectual Property Security Agreement (this "**Agreement**") as of May 12, 2015.

BACKGROUND

Wycoff Financial, LLC, a Colorado limited liability company ("**Borrower**") and Secured Party are entering into a Loan Agreement on or about the date of this Agreement (as it may be amended, restated, supplemented or modified from time to time, the "**Loan Agreement**"). Debtor has provided a Guaranty to Secured Party ("**Guaranty**") with respect to the indebtedness of Borrower evidenced by the Loan Agreement. Debtor is entering into this Agreement to, among other things, secure the Guaranty obligations and induce the Secured Party to enter into and extend credit to Borrower under the Loan 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 performance and payment of its obligations under Guaranty ("**Obligations**") and all other agreements now existing or hereafter arising between the Debtor and the Secured Party, the Debtor and the Secured Party agree as follows:

TERMS AND CONDITIONS

Section 1. **Definitions; Interpretation.**

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given to them in the Loan Agreement, which Loan Agreement has been reviewed and acknowledged by Debtor.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms will have the following meanings:

"**Collateral**" has the meaning set forth in **Section 2.**

"**PTO**" means the United States Patent and Trademark Office.

"**UCC**" means the Uniform Commercial Code as in effect in the State of Colorado, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined in this Agreement, terms used in this Agreement will have the meanings given to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation will be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of title to any Collateral by the Debtor unless such sale arises in the ordinary course of business in which case the Debtor will be permitted to make such sale, transfer or disposition; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; (iv) the word “will” has the same meaning as “shall” and is intended to mean mandatory and not permissive; and (v) “all” includes “any”, and “any” includes “all”. To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement will also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in and to all of the following property to the extent the Debtor can grant such security interest in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the **“Collateral”**):

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in **Schedule A**), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in **Schedule B**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, renewals and thereof;
- (iii) the entire goodwill of or associated with the business now or hereafter conducted by the Debtor connected with and symbolized

by any of the properties and assets listed in Subsection (a)(ii) above;

- (iv) all intangible intellectual or other similar property of the Debtor of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (v) all cash and non-cash proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** The Debtor agrees that this Agreement will create a continuing security interest in the Collateral which will remain in effect until all of the Obligations are fully, finally and indefeasibly satisfied and paid.

Section 3. **Supplement to Loan Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan Agreement and other Loan Documents. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Loan Agreement or any other Loan Documents, all terms and provisions of which are incorporated herein by reference.

Section 4. **Representations and Warranties.** The Debtor represents and warrants to the Secured Party that, to the actual knowledge of the Debtor, a true and correct list of all of the existing Collateral consisting of: (a) U.S. patents and patent applications or registrations owned by the Debtor, in whole or in part, is set forth in **Schedule A**; and (b) U.S. trademarks, trademark registrations or applications owned by the Debtor, in whole or in part, is set forth in **Schedule B**.

Section 5. **Further Acts.** On a continuing basis, the Debtor will make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or reasonably advisable or may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, the Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor at any time holds or acquires a commercial tort claim arising with respect to the Collateral, the Debtor will immediately notify the Secured Party in a writing signed by the

Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party. Debtor will not modify or terminate any patent filing covered hereby without the prior written consent of Secured Party. Notwithstanding any provision in this Agreement or the Loan Agreement, the Debtor will have the right to maintain, allow to lapse, or abandon any of the Collateral as determined in the ordinary course of business.

Section 6. **Authorization to Supplement.** If the Debtor obtains rights to (a) any new applications, trademark, trademark registrations or applications, patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any applications, trademark, trademark registrations or applications, patents or patent applications or registrations, the provisions of this Agreement will automatically apply thereto. The Debtor will give prompt notice in writing to the Secured Party with respect to any such new patent, or trademark rights. Without limiting the Debtor's obligations under this **Section 6**, the Debtor authorizes the Secured Party unilaterally to modify this Agreement by amending **Schedule A** or **Schedule B**, as the case may be, to include any such new patent, or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** or **Schedule B** will in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A** or **Schedule B**.

Section 7. **Binding Effect.** This Agreement will be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

Section 8. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the law of the State of Colorado except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Colorado.

Section 9. **Entire Agreement; Amendment.** This Agreement and the Loan Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in **Section 6** hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving the Secured Party greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Loan Agreement.

Section 10. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one

and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile will be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile will also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart will not affect the validity, enforceability, or binding effect hereof.

Section 11. No Inconsistent Requirements. The Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all will be performed and satisfied in accordance with their respective terms.

Section 12. Severability. If one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party will, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 13. Notices. All notices and other communications hereunder will be in writing and will be mailed, sent or delivered in accordance with the Loan Agreement.

Section 14. JURY TRIAL WAIVER. DEBTOR AND SECURED PARTY EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. SECURED PARTY AND DEBTOR, AFTER CONSULTING COUNSEL OF THEIR CHOICE, EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER DEBTOR NOR SECURED PARTY WILL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.

[Remainder of page intentionally left blank - signature page follows]

[Signature page to Intellectual Property Security Agreement dated May 7th, 2015]

DEBTOR:

ZAP! HOLDINGS, LLC, a Colorado limited liability company

By: 

Name: Jeffrey Wycoff

Title: President

Address for Notices:

9417 North Foothills Highway
Longmont, Colorado 80503

SECURED PARTY:

BC24, LLC,
a Michigan limited liability company

By: BAKTH

Name: Brent K Truscott

Title: Authorized Agent

Address for Notices:

280 North Old Woodward Avenue, Suite 104,
Birmingham, Michigan 48009

SCHEDULE A

List of Patents and Patent Applications

File Name: PATENT US PROV – ZAP I

Title: Composition And Method For Cleaning Surfaces
Matter: US Provisional
Serial No.: 61/624,904
Filing Date: April 16, 2012
Status: Expired
Inventor(s): Jeffrey Wycoff, Don Reynolds

File Name: PATENT US PROV – ZAP II

Title: Composition And Method For Cleaning Surfaces
Matter: US Provisional
Serial No.: 61/712,938
Filing Date: October 12, 2012
Status: Expired
Inventor(s): Jeffrey Wycoff, Don Reynolds

File Name: PATENT US PROV – ZAP III

Title: Composition And Method For Cleaning Surfaces
Matter: US Provisional
Serial No.: 61/794,204
Filing Date: March 15, 2013
Status: Expired
Inventor(s): Jeffrey Wycoff, Don Reynolds

File Name: PATENT US NON-PROV – ZAP

Title: Composition And Method For Treating Surfaces
Matter: US Non-Provisional
Serial No.: 13/857,966
Filing Date: April 5, 2013
Status: Allowed; Notice of Allowance mailed April 22, 2015
Inventor(s): Jeffrey Wycoff, Don Reynolds

File Name: PATENT US NON-PROV-- CONTINUATION – ZAP

Title: Composition And Method For Treating Surfaces
Matter: US Non-Provisional
Serial No.:
Filing Date:
Status: To be filed
Inventor(s): Jeffrey Wycoff, Don Reynolds

SCHEDULE B

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations, and Applications for Trademark and Service Mark Registrations

File Name: TM -ZAP! -US (III)

Mark: ZAP! & Design (color)
Matter: Trademark
Serial No.: 85157197
Reg. No.: 4,132,675
Filing Date: October 20, 2010
Reg. Date: April 24, 2012
Applicant: Zap! Products, Inc.
Status: Registered
Incontestible: No (can apply for this status in 2017)

File Name: TM -ZAP! -US (II)

Mark: ZAP! & Design (no color)
Matter: Trademark
Serial No.: 78713905
Reg. No.: 3145055
Filing Date: September 15, 2005
Reg. Date: September 19, 2006
Assignee: Zap! Products, Inc.
Status: Registered
Incontestible: Yes

File Name: TM -ZAP! -US (I)

Mark: ZAP! & Design (no color)
Matter: Trademark
Serial No.: 74696489
Reg. No.: 2,029,697
Filing Date: June 21, 1995
Reg. Date: January 14, 1997
Assignee: Zap! Products, Inc.
Status: Registered
Incontestible: Yes

File Name: TM -RESTORE 4-US

Mark: RESTORE 4
Matter: Trademark
Serial No.: 75186562
Reg. No.: 2139777
Filing Date: October 7, 1996

INTELLECTUAL PROPERTY
SECURITY AGREEMENT

S-2

Reg. Date: February 24, 1998
Assignee: Zap! Products, Inc.
Status: Registered
Incontestible: Yes

File Name: TM – DON'T REPLACE IT, RESTORE IT (US)

Mark: DON'T REPLACE IT, RESTORE IT
Matter: Trademark
Serial No.: 75288286
Reg. No.: 2417821
Filing Date: May 7, 1997
Reg. Date: January 2, 2001
Assignee: Zap! Products, Inc.
Status: Registered
Incontestible: Yes

File Name: TM –PROFESSIONAL RESTORER -US (II)

Mark: PROFESSIONAL RESTORER
Matter: Trademark
Serial No.: 85124851
Reg. No.: 3944310
Filing Date: September 8, 2010
Reg. Date: April 12, 2011
Assignee: Zap! Products, Inc.
Status: Registered (Section 2(f) on Principal Register)
Incontestible: No (can apply for this in April 2016)

File Name: TM –PROFESSIONAL RESTORER -US (I)

Mark: PROFESSIONAL RESTORER
Matter: Trademark
Serial No.: 76325251
Reg. No.: 2657379
Filing Date: October 4, 2001
Reg. Date: December 3, 2002
Assignee: Zap! Products, Inc.
Status: Registered (Supplemental Register)
Incontestible: No

File Name: TM –RESTORE IT! -US

Mark: RESTORE IT!
Matter: Trademark
Serial No.: 77268240
Reg. No.: 4035241
Filing Date: August 30, 2007
Reg. Date: October 4, 2011
Assignee: Zap! Products, Inc.
Status: Registered

Incontestible: No

File Name: TM -SNAP! -US

Mark: SNAP!
Matter: Trademark
Serial No.: 85504070
Reg. No.: Pending
Filing Date: December 27, 2011
Reg. Date: Suspended behind another cited trademark application
Applicant: Zap! Products, Inc.
Status: Pending Application – remains suspended

File Name: TM -ZAP! RESTORE AMERICA! -US

Mark: ZAP! RESTORE AMERICA!
Matter: Trademark
Serial No.: 85187020
Reg. No.: 4,712,687
Filing Date: November 30, 2010
Reg. Date: March 31, 2015
Assignee: Zap! Products, Inc.
Status: Registered

File Name: TM -RESTORE AMERICA -US

Mark: RESTORE AMERICA
Matter: Trademark
Serial No.: 85187045
Reg. No.: 4,688,921
Filing Date: November 30, 2010
Reg. Date: February 17, 2015
Assignee: Zap! Products, Inc.
Status: Registered

File Name: TM -IT'S LIKE A REMODEL IN A BOTTLE -US

Mark: IT'S LIKE A REMODEL IN A BOTTLE
Matter: Trademark
Serial No.: 85292133
Reg. No.: 4,621,433
Filing Date: April 11, 2011
Reg. Date: October 14, 2014
Assignee: Zap! Products, Inc.
Status: Registered