

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertical Partners West, LLC		08/01/2016	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Name:	Aladdin PD Fund I, LLLP		
Street Address:	Two Union Square		
Internal Address:	Suite 901, Tallan Financial Center		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Limited Liability Limited Partnership: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3608917	ATOMIK	
Registration Number:	3066058	VENOM POWER	
Registration Number:	4279793	STEERIX	
Registration Number:	4282947	TAKE CONTROL	
Registration Number:	4466064	VENOM	
CORRESPONDENCE DATA			
Fax Number:	4235081232		
<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:	423-757-0232		
Email:	ccharniak@chamblisslaw.com		
Correspondent Name:	Paul S. Weidlich		
Address Line 1:	605 Chestnut Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chattanooga, TENNESSEE 37450		
NAME OF SUBMITTER:	Paul S. Weidlich		
SIGNATURE:	/Paul S. Weidlich/		
DATE SIGNED:	08/03/2016		

OP \$140.00 3608917

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 1, 2016, by and between ALADDIN PD FUND I, LLLP, a Nevada limited liability limited partnership ("Lender"), and VERTICAL PARTNERS WEST, LLC, an Idaho limited liability company ("Pledgor").

WITNESSETH:

WHEREAS, contemporaneously herewith, Lender is providing a loan (the "Loan") to WOODLAWN INVESTORS V, LLC ("Borrower") pursuant to that certain Loan Agreement of even date herewith by and between Borrower and Lender (as may be amended or restated from time to time, the "Loan Agreement") and the other "Loan Documents" (as defined in the Loan Agreement), and Pledgor is guaranteeing the repayment of the Loan pursuant to a Continuing Guaranty of even date herewith (the "Guaranty");

WHEREAS, pursuant to that certain Security Agreement of even date herewith between Lender and Pledgor (the "Security Agreement"), Pledgor is granting to Lender a security interest and lien in and to all of Pledgor's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever for the purpose of securing the Loan and the Guaranty and other Obligations described in the Loan Agreement;

WHEREAS, Lender is willing to provide the Loan to Borrower on the condition that Pledgor executes and delivers this Agreement to Lender; and

NOW, THEREFORE, in consideration of and as a condition to the Loan, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor covenants unto and agrees with Lender as follows:

1. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations (as defined in the Loan Agreement) and Pledgor's obligations, liabilities and indebtedness pursuant to the Guaranty, Pledgor hereby grants and conveys to Lender a security interest and lien in and to all of Pledgor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Security Agreement now or hereafter owned by Pledgor and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of Pledgor's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses;

provided, however, that the Intellectual Property Collateral shall not include "intent-to-use" trademark applications, in each case until such time as Pledgor files a verified statement of use with respect to such trademark applications.

Pledgor covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral.

2. Restrictions on Future Agreements.

A. Pledgor agrees that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated (other than continuing indemnification obligations), Pledgor will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Pledgor's obligations under this Agreement. Pledgor further agrees that it will not take any action, or permit any action to be taken by others (to the extent within its control), which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Pledgor hereby represents and warrants to Lender that Pledgor has not granted any other security interest or lien to any Person. Pledgor hereby covenants unto Lender

that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated (other than continuing indemnification obligations), Pledgor shall not grant any other security interest or lien to any Person in connection with the Intellectual Property Collateral without Lender's prior written consent.

3. **New Trademarks, Patents, Copyrights and Licenses.** Pledgor represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits A, B, C and D respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Pledgor. If, prior to payment of the Obligations in full, Pledgor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 1 above shall automatically apply thereto. Pledgor hereby authorizes Lender to modify this Agreement by amending Exhibits A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

4. **Royalties; Terms.** Pledgor hereby agrees that the use by Lender of all Intellectual Property Collateral upon the occurrence and during the continuation of an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Pledgor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the full payment to Lender of the Obligations and the termination of the Loan Documents (other than continuing indemnification obligations).

5. **Lender's Right to Inspect.** Pledgor agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, other than in the ordinary course of Pledgor's business upon arm's length terms and security interests in favor of Lender; (ii) to maintain the quality of any and all products and materials produced in connection with any material Intellectual Property Collateral consistent with or better than the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products or materials in any way without Lender's prior written consent.

6. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided herein, nothing contained herein shall be deemed to limit in any way Pledgor's right to use the Trademarks, Patents, Copyrights or Licenses in the ordinary course of business.

7. **Duties of Borrower.** Pledgor shall have the duty (i) to prosecute diligently any material trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for material trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all material Intellectual Property Collateral, unless, in each case, Pledgor reasonably determines to abandon any such Intellectual Property Collateral because it ceases to have any material value or is no longer useful in Pledgor's business; provided that Pledgor shall not abandon any material

Intellectual Property Collateral without the written consent of Lender. Any expenses incurred in connection with such applications shall be borne by Pledgor.

8. **Remedies Upon Default.** Upon the occurrence and during the continuation of an Event of Default under and as defined in the Loan Agreement, Lender may pursue any or all of the following remedies, without any notice to Pledgor except as required below:

A. Lender may give written notice of default to Pledgor, following which Pledgor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Lender's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Lender may obtain a temporary restraining order or other equitable relief to enforce Pledgor's obligation to refrain from so impairing the Collateral.

B. Lender may exercise any right that it may have under any other Loan Document or that is otherwise available to Lender at law or equity.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Pledgor to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Pledgor shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. In the event that any signature to this agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver a signature to this letter agreement or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

11. **Consent to Jurisdiction; Exclusive Venue.** Pledgor hereby irrevocably consents to the jurisdiction of the United States District Court for the Northern District of Georgia sitting in Atlanta, Georgia and of all state courts sitting in Fulton County, Georgia, for the purpose of any litigation to which any Lender may be a party and which concerns this Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Fulton County, Georgia, unless Lender agrees to the contrary in writing.

12. **WAIVER OF TRIAL BY JURY.** LENDER AND PLEDGOR HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

13. **General Provisions.** Pledgor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other notices of any description except as specifically set forth in Section 4 hereof. With respect both to the Obligations and the Intellectual Property Collateral, Pledgor consents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of Intellectual Property Collateral, to the addition or the release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as Lender may deem advisable. Lender shall have no duty as to the collection or protection of the Intellectual Property Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof. Pledgor has, and shall at all times maintain, the risk of loss to the Intellectual Property Collateral. Lender may exercise its rights with respect to the Intellectual Property Collateral without resort or regard to other collateral or sources of reimbursement for liability. Lender shall not be deemed to have waived any of its rights with respect to the Obligations or the Intellectual Property Collateral, unless such waiver be in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of Lender with respect to the Obligations or the Intellectual Property Collateral, whether evidenced hereby or by any other instrument or agreement, shall be cumulative and may be exercised separately or concurrently. Pledgor will take all action as may be reasonably requested by Lender to more fully carry out the intent of this Agreement. PLEDGOR WAIVES ALL RIGHTS, REMEDIES AND DEFENSES AVAILABLE TO SURETIES, GUARANTORS, AND SIMILAR PERSONS INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF SUBROGATION, INDEMNIFICATION, CONTRIBUTION, AND OTHER CLAIMS AGAINST THE BORROWER OR ANY OTHER PERSON (INCLUDING GUARANTORS OF BORROWER'S INDEBTEDNESS TO LENDER) ARISING FROM THE EXECUTION OF THIS SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY RIGHTS OR REMEDIES HEREUNDER.

14. **Survival of Representations, Warranties and Agreements.** All covenants, agreements, representations and warranties made herein and in any certificates delivered pursuant hereto shall survive the execution of this Agreement and shall continue to survive even though no Obligations may be outstanding at a particular time. This Agreement shall continue in full force and effect until released in writing by Lender.

15. **Effect of Agreement.** This Agreement has been executed and delivered in the State of Tennessee and shall be governed by the Uniform Commercial Code and the other laws of the State of Georgia. Any term used in this Agreement that is defined in the Uniform

Commercial Code as in effect in the State of Georgia on the date of this Agreement and that is not otherwise defined in this Agreement shall have the meaning given to that term therein. This Agreement shall inure to the benefit of Lender and its successors and assigns, and shall be binding upon Pledgor, its successors and assigns, and all other persons who have or who become bound as a Pledgor under this Agreement pursuant to applicable law.

16. **Notices.** Any notice or other communication under this Agreement shall be in writing and shall be deemed given when delivered personally or, if mailed, when mailed United States certified or registered mail, postage prepaid, to the following addresses:

If to Lender:

Aladdin PD Fund I, LLLP
Suite 901, Tallan Financial Center
Two Union Square
Chattanooga, TN 37402

If to Pledgor:

Vertical Partners West, LLC
14028 N Ohio St.
Rathdrum, ID 83858

or such other address or addresses as Lender or Pledgor shall designate by like notice to the other.

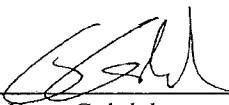
17. **Severability.** If any provision of this Agreement would otherwise be unenforceable or void, (a) that provision shall be deemed modified to the minimum extent necessary so that the provision is valid and enforceable, (b) such provision as so modified shall be enforced, and (c) the remaining provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In any action or proceeding involving bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of Pledgor would otherwise be held or determined to be void, invalid or unenforceable on account of the amount of its liability hereunder, then notwithstanding any other provision hereof to the contrary, the amount of Pledgor's liability shall, without further action by Pledgor, Borrower, Lender, or any other person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding.

[Signature page follows]

IN WITNESS WHEREOF, Pledgor's duly authorized officer has executed this Agreement as of the date first set forth above.

PLEDGOR:

VERTICAL PARTNERS WEST, LLC, an Idaho
limited liability company

By: 
Name: Evan Gobdel
Title: Manager


[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, Aladdin PD Fund I, LLLP, as Lender, accepts the foregoing collateral assignment of Intellectual Property.

ALADDIN PD FUND I, LLLP, a Nevada limited liability limited partnership

By: Tenth Street Advisors, LLC, a Nevada limited liability company, its Manager

By: 
Name: RAJULU
Title: Authorized Member

[Acceptance Page to Intellectual Property Security Agreement]

EXHIBIT A

TRADEMARKS

Docket Country	Title Class(es)	Registration No. Registration Date	Serial No. Filing Date	Assignee/Owner Recordation Date Reel/Frame No.	Current Status Sec. 8 & 15 Due (USA only) Renewal Due
47715 USA	ATOMIK 28	3,608,917 4/21/2009	78/711,325 9/12/2005	Atomik, LLC 11/04/2008 003882/0390	Registered ACCEPTED 4/21/2019
54325 USA	VENOM POWER 9	3,066,058 3/07/2006	78/595,625 3/25/2005	Vertical Partners West, LLC	Registered ACCEPTED 3/07/2026
54555 USA	STEERIX (Regular Use) 28	4,279,793 1/22/2013	85/652,102 6/14/2012	Vertical Partners West, LLC	Registered: 8 & 15 due Between 1/22/2018 and 2019 1/22/2019 1/22/2023
54559 USA	TAKE CONTROL (Regular Use) 28	4,282,947 1/29/2013	85/658,171 6/21/2012	Vertical Partners West, LLC	Registered: 8 & 15 due Between 1/29/2018 and 2019 1/29/2019 1/29/2023
55184 USA	VENOM (Regular Use) 9	4,466,064 1/14/2014	85/952,690 6/06/2013	Vertical Partners West, LLC	Registered 1/14/2020 1/14/2024

EXHIBIT B**PATENTS**

Docket Country	Case Type Title	Patent No. Patent Date Publication No. Publication Date	Serial No. Filing Date Priority Date	Assignee/Owner Recordation Date Reel/Frame No.	Current Status MF1 USA MF2 USA MF3 USA Annuity Due (Foreign) Expiration Date
52863 China	Patent (Foreign) UNIVERSAL BATTERY CONNECTOR	ZL201080029093.0 1/07/2015	201080029093.0 1/12/2010 National Phase of 52698 7/01/2009	Vertical Partners West, LLC	Issued: 8 th annuity due 1/12/17 1/12/2017 Exp. Date
56221 France	Patent (Foreign) UNIVERSAL BATTERY CONNECTOR	2351155 1/12/2010	2351155 1/12/2010 Validation of 52864 7/01/2009	Vertical Partners West, LLC	8 th annuity due 1/12/2017 1/12/2017 Exp. Date 1/12/2030
56220 Germany	Patent (Foreign) UNIVERSAL BATTERY CONNECTOR	602010018605.9	1/12/2010 Validation of 52864 7/01/2009	Vertical Partners West, LLC	8 th annuity due 1/12/2017 1/12/2017 Exp. Date: 1/12/2030

56219 Great Britain	Patent (Foreign) UNIVERSAL BATTERY CONNECTOR	2351155 1/12/2010	2351155 1/12/2010 Validation of 52864 7/01/2009	Vertical Partners West, LLC	8 th annuity due 1/12/2017 1/12/2017 Exp. Date 1/12/2030
52868 Hong Kong	Patent (Foreign) UNIVERSAL BATTERY CONNECTOR	HK1168693 7/31/2015	12108542.2 8/31/2012 National Phase of 52698 7/01/2009	Vertical Partners West, LLC	Issued 1/12/2019 Exp. Date 9/22/2028
51794 USA	Patent (US) UNIVERSAL BATTERY CONNECTOR	8,491,341 7/23/2013 US 2011- 0003512A1 1/06/2011	12/496,292 7/01/2009	Vertical Partners West, LLC 7/02/2009 022907/0859	Issued 1/23/2017 1/23/2021 1/23/2025 Exp. Date 3/04/2031

EXHIBIT C

COPYRIGHTS

[None.]

EXHIBIT D

LICENSES

[None.]

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