

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIQUIPEL IP LLC		06/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp.		
Street Address:	1441 Broadway, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4103301	GADGET FILMZ	
Registration Number:	4332663	LIQUIPEL	
Registration Number:	4329139	LIQUIPEL	
Registration Number:	4333493	LIQUIPEL	
Registration Number:	4593749	LIQUIPEL	
Registration Number:	4202513	LIQUIPEL	
Registration Number:	4329140	LIQUIPEL	
Registration Number:	4472561	LIQUIPEL SKINS	
Registration Number:	4452195	LIQUIPOD	
Registration Number:	4499670	WATERSAFE	
CORRESPONDENCE DATA			
Fax Number:	8188279060		
<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:	(818) 827-9000		
Email:	jkobulnick@bg.law		
Correspondent Name:	Jeffrey A. Kobulnick, Esq.		
Address Line 1:	Brutzkus Gubner Rozansky Seror Weber LLP		
Address Line 2:	21650 Oxnard Street, Suite 500		

CH \$265.00 4103301

Address Line 4:	Woodland Hills, CALIFORNIA 91367
ATTORNEY DOCKET NUMBER:	2464.109 JAK RC
NAME OF SUBMITTER:	Jeffrey A. Kobulnick
SIGNATURE:	/Jeffrey A. Kobulnick/
DATE SIGNED:	07/13/2017
Total Attachments: 2 source=Security Interest GADGET FILMZ LIQUIPEL WATERSAFE#page1.tif source=Security Interest GADGET FILMZ LIQUIPEL WATERSAFE#page2.tif	

**GRANT OF SECURITY INTEREST IN AND MORTGAGE OF
UNITED STATES TRADEMARKS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LIQUIPEL IP LLC, a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at 27128 A Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675 ("Grantor"), hereby assigns, grants and mortgages to Merchant Factors Corp., a New York corporation with offices at 1441 Broadway, 22nd Floor, New York, New York, 10018 and 800 South Figueroa Street, Suite 730, Los Angeles California ("Grantee"), a collateral security interest in and a general lien upon, and a conditional assignment of the following (collectively referred to herein as the "Collateral"): (a) all of Grantors' right, title and interest in and to, and arising after the date hereof, the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto and as amended, supplemented or modified from time to time; (b) the goodwill of the business of Grantor symbolized by each of the Trademarks; (c) in each case, together with all proceeds as set forth in the Agreement (as defined below); and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, claim of unfair competition and related causes of action regarding the same.

THIS GRANT OF SECURITY INTEREST IN AND MORTGAGE OF UNITED STATES TRADEMARKS (this "Security Agreement") is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantors, as such term is defined in the Intellectual Property Trademark Collateral Assignment and Security Agreement between the Grantors and the Grantee, dated as of June 14, 2017 (as amended from time to time, the "Agreement"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Security Agreement has been entered into in conjunction with the trademark collateral assignment and security interest granted to the Grantee under the Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Agreement are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

The undersigned have executed this Security Agreement as of June 14, 2017.

LIQUIPEL IP LLC

By: LIQUIPEL CORPORATION
Title: Sole Member

By: 
Name: SAM WINKLER
Title: Chief Executive Officer

MERCHANT FACTORS CORP.

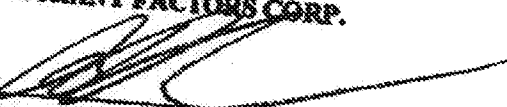


By: 
Name: ADAM WINTERS
Title: President and CEO

EXHIBIT A

United States Trademark Registrations

Mark	Registration No.
GADGET FILMZ	4103301
LIQUIPEL	4332663
	4329139
LIQUIPEL	4333493
LIQUIPEL	4593749
LIQUIPEL	4202513
	4329140
LIQUIPEL SKINS	4472561
LIQUIPOD	4452195
WATERSAFE	4499670

Short Form Assignment - Liquipel IP LLC/Liquipel IP LLC