# OP \$40.00 2314886

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM444057 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Myotek Pacific Corp.		09/20/2017	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Gladstone Business Loan, LLC		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2314886	MYOTEK

#### **CORRESPONDENCE DATA**

**Fax Number:** 2027994000

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.

**Phone:** 2027994000

**Email:** gregory.esau@dlapiper.com

Correspondent Name: Gregory C Esau

Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory C. Esau
SIGNATURE:	/Gregory C. Esau/
DATE SIGNED:	09/21/2017

#### **Total Attachments: 4**

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### **GRANT OF A SECURITY INTEREST – PATENTS AND TRADEMARKS**

September 20, 2017

WHEREAS, Myotek Pacific Corp, a California corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks") and holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached <u>Schedule A</u>, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of November 18, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of GLADSTONE BUSINESS LOAN, LLC, a Delaware limited liability company, as successor-in-interest to GLADSTONE CAPITAL CORPORATION, a Maryland corporation, as the Lender (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, Patents, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

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IN WITNESS WHEREOF, each Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September  $\frac{20}{2017}$ , 2017.

MYOTEK PACIFIC CORP

By:

Name: Robert Harrington, Jr.

Title: President

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

# Patents and Patent Applications

## Patents

Nature of Interest	Registered	Issue	Country of	
(e.g., owner, licensee)	Patent No.	Date	Issue	
Owner	D660,506	May 22, 2012	US	
Owner	D679,446	April 2, 2013	US	
Owner	9,327,640	May 3, 2016	US	
Owner	D692,168	May 3, 2016	US	
Owner	8,928,226	January 6, 2015	US	
Owner	9,506,617	November 29, 2016	US	
Owner	ZL201630409341.4	February 8, 2017	China	

# Patent Applications

Nature of Interest	Serial	Filing	Country of	
(e.g., owner, licensee)	No.	Date	Issue	
Owner	29/571,545	July 19, 2016	US	
Owner	15/141,863 April 29, 2016		US	
Owner	15/621,200 June 13, 2017		US	
Owner	Owner 15/328,123		US	
Owner	10-2016-7004795	July 31, 2014	South Korea	
Owner	103125900	July 31, 2014	Taiwan	
Owner	Owner 14832263.9		Europe	
Owner	201580045042.X	February 21, 2017	China	
Owner	Owner 15823955.8		Europe	

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TRADEMARK REEL: 006159 FRAME: 0023

Owner	201717002960	January 25, 2017	India
Owner	2017-525312	January 20, 2017	Japan
Owner	10-2017-7003206	February 6, 2017	South Korea

## **Trademark Registrations and Applications**

## Registered Trademarks

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Registration No.	Property Covered	Date Registered	Docket No.	Country of Registration
Owner	МҮОТЕК	2,314,886	automotive parts in the nature of exterior lighting components, namely, reflectors, lenses, and housings therefor	February 1, 2000	N/A	US

# **Trademark Applications**

Nature of Interest (e.g., owner, licensee)

None

Trademark
Application related to following
Trademark
None

Serial Property Country of No.
Covered Application

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**RECORDED: 09/21/2017** 

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