

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM445069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YS Global IP Holdings, Inc.		09/29/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	UPS Capital Corporation		
Street Address:	425 Day Hill Road		
City:	Windsor		
State/Country:	CONNECTICUT		
Postal Code:	06095		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4961199	MIA TORO ITALIA	
Registration Number:	4918882	HONTUS	
Registration Number:	4833024	PLANET TRAVELER	
Serial Number:	87417399	WORLD'S SMARTEST SUITCASE	
Serial Number:	87188096	VIAGGI MIA	
Serial Number:	87188086	SPACE CASE 1 WORLD'S SMARTEST SUITCASE	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-681-5974		
Email:	bxha@phrd.com		
Correspondent Name:	Barbara Xhajanka		
Address Line 1:	303 Peachtree Street, N.E.		
Address Line 2:	Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	4590.207		
NAME OF SUBMITTER:	Harrison J. Roberts		
SIGNATURE:	/HJR/		
DATE SIGNED:	09/29/2017		

CH \$165.00 4961199

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on September 29, 2017, between **YS GLOBAL IP HOLDINGS, INC.**, a Florida corporation ("Grantor"), and **UPS CAPITAL CORPORATION**, a Delaware corporation (together with its successors and assigns, "Lender").

Recitals:

Lender is a party with **HONTUS, LTD.**, a Delaware corporation ("Borrower") and the holder of 100% of the capital stock and other equity interests in Grantor, to a certain Revolving Loan and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Pursuant to the Loan Agreement, Lender has agreed, subject to all the terms and conditions thereof, to make loans and other extensions of credit to Borrower from time to time secured by a security interest in and lien upon certain of Borrower's assets.

As a condition to Lender's willingness to enter into the Loan Agreement, Lender has required that Grantor execute and deliver to Lender that certain Continuing Guaranty Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Guaranty"), pursuant to which Grantor agreed to guaranty the due and punctual payment and performance by Borrower of all of the Obligations and all of the UPS Affiliate Obligations (as such terms are defined in the Loan Agreement).

As a further condition to Lender's willingness to enter into the Loan Agreement, Lender has required that Grantor execute and deliver this Agreement to Lender.

Under the terms of the Loan Agreement, Borrower agreed to cause Grantor to grant to Lender a security interest in, among other property, certain intellectual property of Grantor, and Grantor has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. Defined Terms. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. Grant of Security. Grantor hereby grants to Lender, for its benefit and for the benefit of each UPS Affiliate, a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this Agreement secures the performance of all Obligations (as defined in the Loan Agreement), all UPS Affiliate Obligations (as defined in the Loan Agreement) and all Guaranteed Obligations (as defined in the Guaranty) now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, the payment of all amounts that constitute part of the Obligations, UPS Affiliate Obligations and Guaranteed Obligations and that would be owed by Grantor to Lender under the Loan Documents but for the fact that such Obligations, UPS Affiliate Obligations or Guaranteed Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

4. **Recordation.** Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This Agreement may be executed in any number of 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.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

[Remainder of page intentionally left blank;
signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.

GRANTOR:

YS GLOBAL IP HOLDINGS, INC.

By: 

Haroon Sheikh, President

[CORPORATE SEAL]

[Signatures continue on the following page]


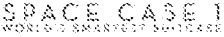
UPS CAPITAL CORPORATION

By: John B. Adams
John B. Adams, Director of Credit
and Underwriting




EXHIBIT A

US Trademarks







Trademark Applications






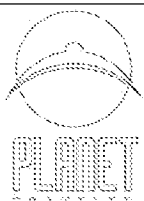

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Jurisdiction</u>
WORLD'S SMARTEST SUITCASE	1B	87417399	April 19, 2017	United States
	1B	87188096	September 29, 2016	United States
	1B	87188086	September 29, 2016	United States

Registered Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
	1A	86516825	January 28, 2015	4961199	May 17, 2016	United States
	1A	86331393	July 8, 2014	4918882	March 15, 2016	United States
	1A	86335070	July 11, 2014	4833024	October 13, 2015	United States

Foreign Trademarks

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	Mia Toro Italia and Design		1742893		
Canada	Mia Viaggi and Design		1803097		
Canada	World's Smartest Suitcase		1833444		
China	Planet Traveler and Design		14739657		
EUTM	Mia Toro Talia and Design		014764261		
EUTM	Miator Italia and Design		017071796		
Taiwan	Mia Toro Italia Logo		106017277		
Mexico	Hontus and Design		1504972	1565333	07/10/2014
EUTM	Planet Traveler and Design		013084819	013084819	07/31/2014
EUTM	Hontus and Design		013084959	013084959	01/16/2015

<u>Country</u>	<u>Trademark</u>	<u>TM Logo</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mexico	Planet Traveler and Design		1506130	1536455	07/15/2015
China	Hontus and Design		14739656	14739656	09/07/2015
Canada	Hontus and Design		1684528	TMA940936	06/14/2016
Chile	Mia Toro Italia Logo		1213328	1225928	11/03/2016
China	Mia Toro Talia and Design		18312622	18312622	12/21/2016
Canada	Planet Traveler and Design		1684881	973,874	06/19/2017
Saudi Arabia	Planet Traveler and Design		1438005261	1438005261	08/20/2026