

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIZCO INTERNATIONAL, INC.		07/02/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	75913921	DIGIPOWER SOLUTIONS
Serial Number:	75913920	DIGIPOWER
Serial Number:	86449854	T
Serial Number:	86750610	TOUGHTTESTED
Serial Number:	85317459	T TOUGHTTESTED
Serial Number:	85317405	TOUGH TESTED
Serial Number:	85654283	RE-FUEL
Serial Number:	87071304	RE-FUEL
Serial Number:	87109588	REFUEL
Serial Number:	86249709	PLATINUM SERIES
Serial Number:	86775681	JOBSITE
Serial Number:	86628822	GO THE DISTANCE
Serial Number:	87801294	INSTASENSE
Serial Number:	86402754	EQ VOICE
Serial Number:	86775667	FLEXFOAM
Serial Number:	87254323	ENERGY FOR LIFE
Serial Number:	87220002	ENERGIZE YOUR LIFE
Serial Number:	87219994	ENERGETIC
Serial Number:	77346676	IESSENTIALS

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240*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:** 6142803562**Email:** ted.mulligan@wolterskluwer.com**Correspondent Name:** Mulligan Ted**Address Line 1:** 4400 Easton Commons Way, Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Ted Mulligan
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SIGNATURE:	/ted mulligan/
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DATE SIGNED:	07/11/2018
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Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MIZCO INTERNATIONAL, INC.,

- Individual(s)
- Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 2, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Israel Discount Bank of New York

Street Address: 511 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule 1

B. Trademark Registration No.(s) _____

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

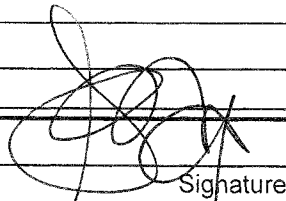
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Joanne BL Arnold

Name of Person Signing

July 2, 2018

Date

Total number of pages including cover sheet, attachments, and document:

7

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of July 2, 2018, is made by MIZCO INTERNATIONAL, INC., a New York corporation (the "Grantor") in favor of Israel Discount Bank of New York (the "Agent"), located at 511 Fifth Avenue, New York, New York 10017, as agent for the Lenders (as defined below).

WHEREAS, Grantor has entered into a Credit and Security Agreement, dated as of July 2, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time the "Credit Agreement"), with the Agent and the lenders (the "Lenders") from time to time party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Lenders, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Venue; Jury Trial.

(a) **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.**

(b) EACH PARTY HERETO IRREVOCABLY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICHEVER AGENT MAY ELECT, AND WAIVES ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND AGREES THAT ANY DISPUTE WITH RESPECT TO ANY SUCH MATTERS SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE (EXCEPT THAT AGENT SHALL

HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE ITS RIGHTS AGAINST GRANTOR OR ITS OR THEIR PROPERTY).

(c) GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAIL, OR, AT AGENT'S OPTION, BY SERVICE UPON GRANTOR IN ANY OTHER MANNER PROVIDED UNDER THE RULES OF ANY SUCH COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH SERVICE, GRANTOR SHALL APPEAR IN ANSWER TO SUCH PROCESS, FAILING WHICH GRANTOR SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY BE ENTERED BY AGENT AGAINST GRANTOR FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED.

(d) EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MIZCO INTERNATIONAL, INC.

By: 
Name: ALBERT MIZRAMI
Title: President

[Signature Page to Trademark Security Agreement]

Agreed and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK, as Agent

By: Richard Miller

Name: Richard Miller
Title: Senior Vice President

By: Dionne S. Rice

Name: Dionne S. Rice
Title: First Vice President

SCHEDULE 1**TRADEMARK REGISTRATIONS AND APPLICATIONS****Registered Trademarks Owned By Mizco International, Inc.**

Trademark	Country	Status	Serial Number	Registration Number	Registration Date
DIGIPOWER SOLUTIONS	United States	Registered	75913921	2514209	12/4/2001
DIGIPOWER	United States	Registered	75913920	2503627	8/14/2001
T (design)	United States	Registered	86449854	5005780	7/26/2016
TOUGHTTESTED	United States	Registered	86750610	5423827	3/13/2018
T TOUGHTTESTED (design)	United States	Registered	85317459	4083022	1/10/2012
TOUGH TESTED	United States	Registered	85317405	4374362	10/4/2011
RE-FUEL	United States	Registered	85654283	4614233	9/30/2014
RE-FUEL	United States	Registered	87071304	5235203	4/18/2017
REFUEL	United States	Registered	87109588	5424206	3/13/2018
PLATINUM SERIES	United States	Registered	86249709	4694708	3/3/2015
JOBSITE	United States	Registered	86775681	5016262	8/9/2016
GO THE DISTANCE	United States	Registered	86628822	-	-
INSTASENSE	United States	Registered	87801294	-	-
EQ VOICE	United States	Registered	86402754	5281580	9/5/2017
FLEXFOAM	United States	Registered	86775667	4960271	5/17/2016
ENERGY FOR LIFE	United States	Registered	87254323	-	-
ENERGIZE YOUR LIFE	United States	Registered	87220002	-	-
ENERGETIC	United States	Registered	87219994	-	-
IESSENTIALS	United States	Registered	77346676	3471637	5/6/2008