

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM507516

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WINSTON PRODUCTS LLC		01/22/2019	Limited Liability Company: OHIO
SMART STRAPS, LLC		01/22/2019	Limited Liability Company: OHIO
CARGOSMART, LLC		01/22/2019	Limited Liability Company: OHIO
CLEVELAND CLEANING PRODUCTS, LLC		01/22/2019	Limited Liability Company: OHIO
MAKE 'EM ALL LLC		01/22/2019	Limited Liability Company: OHIO
TOWSMART, LLC		01/22/2019	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Super G Capital, LLC		
<b>Street Address:</b>	23 Corporate Plaza		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86893466	FLAT CAT	
<b>Serial Number:</b>	86893490		
<b>Serial Number:</b>	86893515	FLAT CAT	
<b>Serial Number:</b>	87056522	ECOCASE	
<b>Serial Number:</b>	87311423	SECURE YOUR PASSION	
<b>Serial Number:</b>	87324071	FLAT CAT SOLUTION	
<b>Serial Number:</b>	87728231	FLAT CAT TAK	
<b>Serial Number:</b>	88156924	CLEVELAND TOOL	
<b>Serial Number:</b>	88157326	CT	

OP \$590.00 86893466

Property Type	Number	Word Mark
Serial Number:	88202547	SMARTSTRAPS
Serial Number:	77299062	RATCHET X
Serial Number:	77601133	BUNGEE X
Serial Number:	78436231	SMARTSTRAPS
Serial Number:	85015822	CARGOSMART
Serial Number:	85193837	CARBON X
Serial Number:	85233407	CARGOCANYON
Serial Number:	78436241	QUADWINDER
Serial Number:	85800546	TOWSMART
Serial Number:	85957710	RETRACT X
Serial Number:	86089276	SWOPT
Serial Number:	86485901	X-TRACK
Serial Number:	86758541	SEE WHAT YOU'VE BEEN MISSING
Serial Number:	77386659	SMARTSHINGLES

#### 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:** 800-713-0755

**Email:** James.Murray@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Robin Riley
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<b>SIGNATURE:</b>	/Robin Riley/
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<b>DATE SIGNED:</b>	01/28/2019
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#### Total Attachments: 16

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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)/Execution Date(s):**

WINSTON PRODUCTS LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation  
☒ Limited Liability Company

Citizenship: OH

Execution Date(s): January 22, 2019

Additional names of conveying parties attached? ☒ Yes ☐ No

**2. Name and address of receiving party(ies)**

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Super G Capital, LLC

Internal  
Address:

Street Address: 23 Corporate Plaza, Suite 100

City: Newport Beach

State: CA

Country: USA

Zip: 92660

☐ Association Citizenship:

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☐ Corporation Citizenship:

☐ Other LLC Citizenship: USA - DE

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)

**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: Intellectual Property Security Agreement

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

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached 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: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: riley@otterbourg.com

**6. Total number of applications and registrations involved: 23**

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

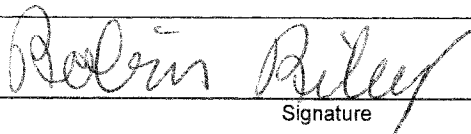
- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name:

**9. Signature:**

  
Signature

Robin Riley

Name of Person Signing

January 22, 2019

Date

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 006540 FRAME: 0266**

**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**

**Additional Parties**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
SMART STRAPS, LLC	Ohio	Limited Liability Company	USA-Ohio
TOWSMART, LLC	Ohio	Limited Liability Company	USA-Ohio
CARGOSMART, LLC	Ohio	Limited Liability Company	USA-Ohio
CLEVELAND CLEANING PRODUCTS, LLC	Ohio	Limited Liability Company	USA-Ohio
MAKE 'EM ALL LLC	Ohio	Limited Liability Company	USA-Ohio

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of January 22, 2019 by WINSTON PRODUCTS LLC an Ohio limited liability company, SMART STRAPS, LLC an Ohio limited liability company, TOWSMART, LLC an Ohio limited liability company, CARGOSMART, LLC an Ohio limited liability company, CLEVELAND CLEANING PRODUCTS, LLC an Ohio limited liability company, and MAKE 'EM ALL LLC an Ohio limited liability company (individually or collectively, as the context may require, "Grantor") in favor of SUPER G CAPITAL, LLC, a Delaware limited liability company ( "Lender"):

### W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Business Loan & Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.9 of the Loan Agreement.

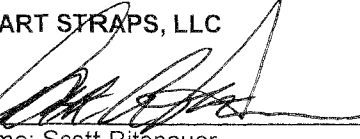
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**WINSTON PRODUCTS LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**SMART STRAPS, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**TOWSMART, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**CARGOSMART, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**CLEVELAND CLEANING PRODUCTS, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**MAKE 'EM ALL LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

*[Signature page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006540 FRAME: 0270**



Agreed and Accepted  
as of the date first written above:

**SUPER G CAPITAL, LLC**

By:   
Name: Marc Cole  
Title: Chief Financial Officer

*[Signature page to Intellectual Property Security Agreement]*

TITLE	MATTER TYPE	APPLICATION #	APPLICATION DATE	REGISTRATION NUMBER	OWNER
FLAT CAT	Trademark	86/893,466	Feb 1, 2016	5070202	Make 'Em All, LLC
FLAT CAT EYE (design)	Trademark	86/893,490	Feb 1, 2016	5070204	Make 'Em All, LLC
FLAT CAT (design)	Trademark	86/893,515	Feb 1, 2016	5070205	Make 'Em All, LLC
ECOCASE	Trademark	87/056,522	Jun 1, 2016	5381484	Winston Products, LLC
SECURE YOUR PASSION	Trademark	87/311,423	Jan 24, 2017		Winston Products, LLC
FLAT CAT SOLUTION	Trademark	87/324,071	Feb 3, 2017	5303526	Winston Products, LLC
FLAT CAT TAK	Trademark	87/728,231	Dec 20, 2017		Winston Products, LLC
CLEVELAND TOOL LOGO	Trademark	88/156,924	Oct 16, 2018		Winston Products, LLC
CT LOGO	Trademark	88/157,326	Oct 16, 2018		Winston Products, LLC
SMARTSTRAPS Design	Trademark	88/202,547	Nov 21, 2018		Winston Products, LLC
RATCHET X	Trademark	77/299,062	Oct 9, 2007	3530019	Winston Products, LLC
BUNGEE X	Trademark	77/601,133	Oct 27, 2008	3805381	Winston Products, LLC
SMARTSTRAPS	Trademark	78/436,231	Jun 16, 2004	3370175	Winston Products, LLC
CargoSmart	Trademark	85/015,822	Apr 16, 2010	3982525	Winston Products, LLC
CARBON X	Trademark	85/193,837	Dec 9, 2010	4159899	Winston Products, LLC
CARGOCANYON	Trademark	85/233,407	Feb 3, 2011	4529882	Winston Products, LLC
QUADWINDER	Trademark	78/436,241	Jun 16, 2004	3058750	Winston Products, LLC
TOWSMART	Trademark	85/800,546	Dec 12, 2012	4593604	Winston Products, LLC
RETRACT X	Trademark	85/957,710	Jun 12, 2013	4480485	Winston Products, LLC
SWOPT	Trademark	86/089,276	Oct 11, 2013	4672749	Winston Products, LLC
X-TRACK	Trademark	86/485,901	Dec 19, 2014	5004180	Winston Products, LLC
SEE WHAT YOU'VE BEEN MISSING	Trademark	86/758,541	Sep 16, 2015	5570940	Winston Products, LLC
SMARTSHINGLES	Trademark	77/386,659	Feb 1, 2008	3911438	Winston Products, LLC

TITLE	APPLICATION #	APPLICATION DATE	OWNER
RIGID BACK AERODYNAMIC CAR TOP CARRIER BAG	62/756,624	Nov 7, 2018	Winston Products, LLC
POP-UP AERODYNAMIC CAR TOP CARRIER BAG	62/756,622	Nov 7, 2018	Winston Products, LLC
TELESCOPING TRUNK MOUNT BIKE RACK	62/756,625	Nov 7, 2018	Winston Products, LLC
DETACHABLE RAMP SKI RUNNER	62/648,049	Mar 26, 2018	Winston Products, LLC
CAM BUCKLE LOCKING MECHANISM	62/722,579	Aug 24, 2018	Winston Products, LLC
UNIVERSAL CROSS BAR	62/750,310	Oct 25, 2018	Winston Products, LLC
UNIVERSAL ROOF ACCESSORY	62/750,311	Oct 25, 2018	Winston Products, LLC
GOOSENECK HITCH BALL	62/736,041	Sep 25, 2018	Winston Products, LLC

TITLE	MATTER TYPE	APPLICATION #	APPLICATION DATE	PATENT #	GRANT DATE	OWNER
MERCHANDIZING HANGER	Design	29/529,789	Jun 10, 2015	D776947	Jan 24, 2017	Winston Products, LLC
MALE CONNECTOR	Design	29/529,790	Jun 10, 2015	D798012	Sep 19, 2017	Winston Products, LLC
FEMALE CONNECTOR FOR A CLEANING HEAD	Design	29/529,798	Jun 10, 2015	D809236	Jan 30, 2018	Winston Products, LLC
CLEANING DEVICE	Utility	14/736,015	Jun 10, 2015			Winston Products, LLC
MERCHANDIZING SYSTEM FOR DISPLAYING CLEANING DEVICES	Utility	15/253,033	Aug 31, 2016	10052752	Aug 21, 2018	Winston Products, LLC
TRAILER HITCH COUPLER LOCKING DEVICE	Utility	14/794,292	Jul 8, 2015	9902224	Feb 27, 2018	Winston Products, LLC
LOCKING DEVICE	Design	29/532,582	Jul 8, 2015	D773280	Dec 6, 2016	Winston Products, LLC
CLAMP	Design	29/549,961	Dec 29, 2015	D798139	Sep 26, 2017	Winston Products, LLC
SHEET MATERIAL CLAMP	Utility	14/982,958	Dec 29, 2015	9797422	Oct 24, 2017	Winston Products, LLC
SUBSTRATE WITH CAMOUFLAGE PATTERN	Design	29/533,723	Jul 21, 2015	D805377	Dec 19, 2017	Winston Products, LLC
TOOL HOLDER	Design	29/543,656	Oct 27, 2015	D793852	Aug 8, 2017	Winston Products, LLC
BEAM SOCKET	Design	29/543,657	Oct 27, 2015	D787304	May 23, 2017	Winston Products, LLC
ADJUSTABLE BRACKET	Design	29/543,648	Oct 27, 2015	D789182	Jun 13, 2017	Winston Products, LLC
CABINET	Design	29/543,662	Oct 27, 2015	D832624	Nov 6, 2018	Winston Products, LLC
GRIP ACCESSORY	Design	29/558,515	Mar 18, 2016	D798128	Sep 26, 2017	Winston Products, LLC
PUTTER GRIP	Design	29/557,055	Mar 4, 2016	D768251	Oct 4, 2016	Winston Products, LLC
PUTTER GRIP	Design	29/559,311	Mar 26, 2016	D772361	Nov 22, 2016	Winston Products, LLC
RATCHET HANDLE	Design	29/563,040	May 2, 2016	D826016	Aug 21, 2018	Winston Products, LLC
STORAGE CASE	Design	29/567,871	Jun 13, 2016			Winston Products, LLC

REUSABLE TIE DOWN STORAGE CASE	Utility	15/181,217	Jun 13, 2016	9856075	Jan 2, 2018	Winston Products, LLC
CLEANING DEVICE	Utility	15/124,595	Sep 8, 2016			Winston Products, LLC
GOLF CLUB GRIP	Utility	15/248,654	Aug 26, 2016	10099097	Oct 16, 2018	Winston Products, LLC
LIGHTED LOADING LAMP	Utility	15/269,234	Sep 19, 2016			Winston Products, LLC
DISPLAY STAND	Design	29/581,632	Oct 20, 2016	D800612	Oct 24, 2017	Winston Products, LLC
CON-PUTTER GRIP	Design	29/579,751	Oct 3, 2016	D810851	Feb 20, 2018	Winston Products, LLC
DES-5K STAMPED RATCHET	Design	29/591,799	Jan 24, 2017	D820058	Jun 12, 2018	Winston Products, LLC
RATCHET HANDLE	Design	29/591,802	Jan 24, 2017	D826017	Aug 21, 2018	Winston Products, LLC
SUBSTRATE WITH CAMOUFLAGE PATTERN	Design	29/621,908	Oct 12, 2017			Winston Products, LLC
PCT - WEIGHTED GOLF CLUB GRIP	Utility	PCT/US2017/63467	Nov 28, 2017			Winston Products, LLC
LOADING RAMP	Utility	15/452,292	Mar 7, 2017			Winston Products, LLC
RAMP	Design	29/596,314	Mar 7, 2017	D820549	Jun 12, 2018	Winston Products, LLC
RATCHET AND DISPLAY	Design	29/598,266	Mar 24, 2017	D832667	Nov 6, 2018	Winston Products, LLC
WEIGHTED GOLF CLUB GRIP	Design	29/599,520	Apr 4, 2017	D836737		Winston Products, LLC
DUST PAN ATTACHMENT	Design	29/600,674	Apr 14, 2017	D819912	Jun 5, 2018	Winston Products, LLC
RECEPTACLE ATTACHMENT	Utility	15/670,025	Aug 7, 2017			Winston Products, LLC
PCT/RECEPTACLE ATTACHMENT	Utility	PCT/US17/45672	Aug 7, 2017			Winston Products, LLC
GRIP ACCESSORY	Design	29/615,375	Aug 29, 2017			Winston Products, LLC
Reusable Storage Case	Utility	15/805,454	Nov 7, 2017			Winston Products, LLC
WEIGHTED GOLF CLUB GRIP	Utility	15/824,668	Nov 28, 2017			Winston Products, LLC
OPEN HANDLE RATCHET	Design	29/640,786	Mar 16, 2018			Winston Products, LLC

Patents

RATCHET HANDLE	Design	29/648,679	May 23, 2018			Winston Products, LLC
RAMP	Design	29/643,111	Apr 4, 2018			Winston Products, LLC
STORAGE CASE	Design	29/648,681	May 23, 2018			Winston Products, LLC
RATCHET TIE DOWN	Utility	15/987,850	May 23, 2018			Winston Products, LLC
GOLF CLUB GRIP	Utility	16/131,157	Sep 14, 2018			Winston Products, LLC
RETAIL PACKAGE FOR WINDING AND STORAGE OF STRAPS	Utility	11/031,734	Jan 7, 2005	7131608	Nov 7, 2006	Winston Products, LLC
RETRACTABLE SELF-CONTAINED TIE-DOWN	Utility	11/560,036	Nov 15, 2006	7874047	Jan 25, 2011	Winston Products, LLC
RETRACTABLE TOW STRAP	Utility	11/504,385	Aug 15, 2006	7942360	May 17, 2011	Winston Products, LLC
RATCHET TIE-DOWN	Utility	12/234,065	Sep 19, 2008	8099836	Jan 24, 2012	Winston Products, LLC
RATCHET TIE-DOWN HANDLE	Design	29/408,471	Dec 13, 2011	D686894	Jul 30, 2013	Winston Products, LLC
SEPARATE STRAP STORAGE IN A RATCHET ARRANGEMENT	Utility	12/644,484	Dec 22, 2009	9193295	Nov 24, 2015	Winston Products, LLC
MERCHANDISING AND DISPLAYING OF TOWING PRODUCTS	Utility	12/949,184	Nov 18, 2010	8376151	Feb 19, 2013	Winston Products, LLC
TOWING BALL MOUNT MERCHANDISING AND DISPLAYING ARRANGEMENT	Utility	13/769,555	Feb 18, 2013	8960706	Feb 24, 2015	Winston Products, LLC
HITCH BALL MOUNT	Utility	13/024,366	Feb 10, 2011	9327564	May 3, 2016	Winston Products, LLC
HITCH PIN	Utility	13/414,901	Mar 8, 2012	9090136	Jul 28, 2015	Winston Products, LLC
HARD-SHELL CARGO CARRIER	Utility	13/302,196	Nov 22, 2011	8662365	Mar 4, 2014	Winston Products, LLC
RAISED RAILS HITCH	Utility	13/116,608	May 26, 2011	8382147	Feb 26, 2013	Winston Products, LLC
RETRACTABLE RATCHETING TIE DOWN	Utility	13/421,989	Mar 16, 2012	8973222	Mar 10, 2015	Winston Products, LLC
MOBILE DEVICE HOLDER	Design	29/473,193	Nov 20, 2013	D707220	Jun 17, 2014	Winston Products, LLC
HOOK ASSEMBLY	Utility	13/833,846	Mar 15, 2013	9051960	Jun 9, 2015	Winston Products, LLC
LOADING RAMP	Utility	14/327,999	Jul 10, 2014	9221631	Dec 29, 2015	Winston Products, LLC

Patents

CONNECTOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Utility	14/484,354	Sep 12, 2014	9415716	Aug 16, 2016	Winston Products, LLC
COUPLER LOCK	Utility	14/505,714	Oct 3, 2014	9242522	Jan 26, 2016	Winston Products, LLC
MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Design	29/479,367	Jan 15, 2014	D731826	Jun 16, 2015	Winston Products, LLC
MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Design	29/479,364	Jan 15, 2014	D731825	Jun 16, 2015	Winston Products, LLC
MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Design	29/479,369	Jan 15, 2014	D731214	Jun 9, 2015	Winston Products, LLC
CONNECTOR ANCHOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Utility	15/158,907	May 19, 2016	9517714	Dec 13, 2016	Winston Products, LLC
GRAVITY FED DISPLAY RACK FOR HITCH BALLS	Design	29/484,806	Mar 13, 2014	D720952	Jan 13, 2015	Winston Products, LLC
GRAVITY FED DISPLAY RACK FOR MULTI-BALL MOUNTS	Design	29/484,808	Mar 13, 2014	D721905	Feb 3, 2015	Winston Products, LLC
TRAILER HITCH COUPLER	Design	29/489,447	Apr 30, 2014	D737735	Sep 1, 2015	Winston Products, LLC
LOADING RAMP	Utility	14/867,075	Sep 28, 2015			Winston Products, LLC

TITLE	MATTER TYPE	APPLICATION #	APPLICATION DATE	REGISTRATION NUMBER	OWNER
GLENWILLOW CAMOUFLAGE	Copyright	VAU001225927	Jul 20, 2015	VAU001225927	Winston Products, LLC



## POWER OF ATTORNEY

WINSTON PRODUCTS LLC, an Ohio limited liability company, SMART STRAPS, LLC an Ohio limited liability company, TOWSMART, LLC an Ohio limited liability company, CARGOSMART, LLC an Ohio limited liability company, CLEVELAND CLEANING PRODUCTS, LLC an Ohio limited liability company, and MAKE 'EM ALL LLC an Ohio limited liability company (individually or collectively, as the context may require, "Grantor"), hereby authorizes Super G Capital, LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Business Loan & Security Agreement between Lender and Grantor dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

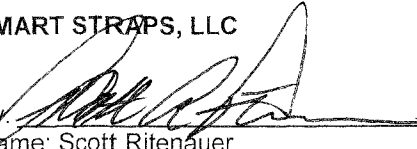
*Acknowledgement to Intellectual Property Security Agreement*

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this  
22nd day of January, 2019.

**WINSTON PRODUCTS LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**SMART STRAPS, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**TOWSMART, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

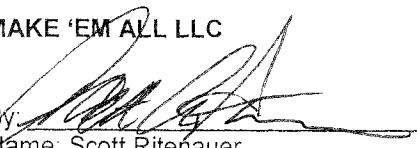
**CARGOSMART, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**CLEVELAND CLEANING PRODUCTS, LLC**

By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

**MAKE 'EM ALL LLC**

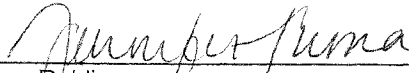
By:   
Name: Scott Ritenauer  
Title: Chief Financial Officer

*[Signature page to Power of Attorney to Intellectual Property Security Agreement]*

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Ohio : SS  
COUNTY OF Geauga :

On this 22nd day of January, 2019, before me personally appeared Scott Ritenauer, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of WINSTON PRODUCTS LLC, SMART STRAPS, LLC, TOWSMART, LLC, CARGOSMART, LLC, CLEVELAND CLEANING PRODUCTS, LLC, and MAKE 'EM ALL LLC, and that [s/he] signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

*[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]*