

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM510655

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|---|---|------------------------------|---------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MADDIEBRIT PRODUCTS, LLC | | 02/18/2019 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | AGILITY CAPITAL III, LLC | | |
| Street Address: | 10 East Figueroa St., Suite 204 | | |
| City: | Santa Barbara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93101 | | |
| Entity Type: | Corporation CALIFORNIA LIMITED LIABILITY COMPANY | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87929347 | CLEAN BY DAY, DIRTY BY NIGHT | |
| Registration Number: | 5304608 | STONEWORKS | |
| Registration Number: | 5275489 | SMOKE BLASTER | |
| Registration Number: | 4888214 | GRAB GREEN | |
| Registration Number: | 4699196 | MADDIEBRIT PRODUCTS | |
| Registration Number: | 3617469 | GRABGREEN | |
| Registration Number: | 3688762 | GRAB GREEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 6506483802 | | |
| Email: | PATTY@PATTYCHENG.COM | | |
| Correspondent Name: | PATTY CHENG | | |
| Address Line 1: | 2625 MIDDLEFIELD RD., #215 | | |
| Address Line 4: | PALO ALTO, CALIFORNIA 94306 | | |
| NAME OF SUBMITTER: | Patty Cheng | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 02/19/2019 | | |

OP \$190.00 87929347

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 18, 2019 by and between MADDIEBRIT PRODUCTS, LLC, a California limited liability company ("Grantor") and AGILITY CAPITAL III, LLC, a California limited liability company ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor dated on or about the date hereof and as amended from time to time (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

537 Constitution Ave., Suite B
Camarillo, CA 93012

MADDIEBRIT PRODUCTS, LLC

By: 

Name: Michael Ebeli

Title: CEO

Address of Lender:

10 East Figueroa Street, Suite 204
Santa Barbara, CA 93101

AGILITY CAPITAL III, LLC

By: 

Name: DANIEL CORBY

Title: MANAGING MEMBER

EXHIBIT A

Copyrights

If None, check this box:

| Title | Registration Number | Registration Date |
|-------|---------------------|-------------------|
|-------|---------------------|-------------------|

EXHIBIT B

Patents

If None, check this box:

| Title | Serial No./ Patent Number | Application Date/ Issue Date |
|-------|---------------------------|------------------------------|
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EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Filing / Registration Date</u> |
|------------------------------|----------------------|----------------------------|-----------------------------------|
| CLEAN BY DAY, DIRTY BY NIGHT | 87929347 | | May 21, 2018 |
| STONWORKS | 87141692 | 5304608 | October 10, 2017 |
| SMOKE BLASTER | 87295026 | 5275489 | August 29, 2017 |
| CLEAN BY DAY, DIRTY BY NIGHT | 86428699 | | * |
| GRAB GREEN | 86574775 | 4888214 | January 19, 2016 |
| MADDIEBRIT PRODUCTS | 86337752 | 4699196 | March 10, 2015 |
| GRABGREEN | 77976869 | 3617469 | November 4, 2008 |
| GRAB GREEN | 77681009 | 3688762 | September 29, 2009 |
| GRABGREEN | 77491799 | | * |