

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
API Automotive Products International, Inc.		09/10/2019	Corporation: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PJH Brands		
<b>Street Address:</b>	9697 East Bajada Road		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85262		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1090644	PJ1	
<b>Registration Number:</b>	5666023	PJ1	
<b>Registration Number:</b>	2573150	RENEW & PROTECT	
<b>Registration Number:</b>	2402212	SILVERFIRE	
<b>Registration Number:</b>	1194601	GOLDFIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3103944477		
<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>			
<b>Phone:</b>	310-979-9190		
<b>Email:</b>	tmk@cislo.com		
<b>Correspondent Name:</b>	Daniel M. Cislo, Esq.		
<b>Address Line 1:</b>	12100 Wilshire Boulevard, Suite 1700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025-7103		
<b>NAME OF SUBMITTER:</b>	Daniel M. Cislo		
<b>SIGNATURE:</b>	/DanielMCislo/		
<b>DATE SIGNED:</b>	10/02/2019		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made September 10, 2019, between PJH BRANDS, a Nevada corporation dba PJH BRANDS, INC. (together with its successors and assigns, "Seller"), and API AUTOMOTIVE PRODUCTS INTERNATIONAL, INC., a Wyoming corporation, ("Buyer").

### Recitals:

Buyer has entered into an Asset Purchase Agreement with Seller dated the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Asset Purchase Agreement").

As part of the Asset Purchase Agreement, Seller is conveying certain trademarks, goodwill, and other valuable property to Buyer (defined below as Trademark Collateral).

As part of the Asset Purchase Agreement, Seller is willing to make financial accommodations to Buyer, pursuant to the terms of the Promissory Note, provided that, among other things, Buyer executes this Agreement.

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

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Asset Purchase Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations (as defined in the Promissory Note) (hereinafter, the "Obligations"); and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Arizona.

2. To secure the prompt payment and performance of all of the Obligations, Buyer hereby grants, assigns and pledges to Seller a continuing security interest in and lien upon all of the following property of Buyer, whether now owned or existing or hereafter created or acquired pursuant to the Asset Purchase Agreement or otherwise, and wherever located (collectively, the "Trademark Collateral"):

- (a) trademarks, trademark registrations and use based trademark applications (the "Marks") set forth on Exhibit A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Buyer or in the name of Seller for past, present or future infringement or uncontroverted use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

- (b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;
- (c) all general intangibles (as defined in the UCC) related to or arising out of any of the Trademarks and all the goodwill of Buyer's business symbolized by the Trademarks or associated therewith; and
- (d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason nor loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Buyer covenants and agrees with Seller that:

- (a) Buyer will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Seller's request, provide Seller with a certificate to that effect executed by an officer of Buyer;
- (b) Buyer will not intentionally change the quality of the products associated with the Trademarks without Seller's prior written consent; and
- (c) Except for Trademarks abandoned by Buyer in the ordinary course of business (provided such abandonment could not be reasonably expected to have a material adverse effect on Buyer or its business), Buyer has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

4. Until Full Payment of all of the Obligations, Buyer shall not enter into any license agreement relating to any of the Trademarks with any person or entity except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Buyer in the regular and ordinary course of Buyer's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any person or entity that is inconsistent with Buyer's obligations under this Agreement. Buyer acknowledges that in a Trademark Assignment and License Agreement dated September 10, 2019, Buyer has granted an exclusive license to Seller to use the Assigned Trademarks until such time as Seller sells or terminates its existing business of motorized racing activities and products (the "License Term"), solely for the purposes of promoting, sponsoring, or advertising motorized racing activities. Buyer understands that during the License Term, Buyer shall not use, nor permit, authorize, or, license any other entity to use, the Assigned Trademarks in any manner associated with motorized racing activities.

5. [Intentionally omitted.]

6. Buyer irrevocably authorizes and empowers Seller to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 hereof.

7. At any time that an Event of Default exists, Seller shall have, in addition to all other rights and remedies given it by this Agreement and the Asset Purchase Agreement and Promissory Note, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Seller may immediately, without demand of performance and with notice as described in the next sentence sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Buyer hereby agrees that ten (10) days written notice to Buyer of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Seller may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Buyer, which right Buyer hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Seller in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Seller shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Asset Purchase Agreement and/or Promissory Note. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Buyer. If any deficiency shall arise, Buyer shall remain liable therefor.

8. Buyer hereby makes, constitutes and appoints Seller and any officer or agent of Seller as Seller may reasonably select, as Buyer's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Buyer's name on all applications, documents, papers and instruments necessary for Seller to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any Person (including Seller). Buyer hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations, upon which time such power of attorney will automatically terminate (unless sooner terminated by the parties).

9. Buyer shall be responsible for the payment of all renewal fees with respect to the Trademarks.

10. Buyer shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Seller in writing of material infringements detected. Buyer shall have the duty, through counsel acceptable to Seller, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Buyer's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Seller's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Seller to preserve and maintain all rights

in the Trademarks, unless in any such case Buyer has reasonably determined that such Trademark is no longer material to the conduct of its business. Any expenses incurred in connection with such applications or proceedings shall be borne by Buyer. Buyer shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Seller, unless Buyer has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

11. Notwithstanding anything to the contrary contained in paragraph 10 hereof, at any time that an Event of Default exists, Seller shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Buyer shall at the request of Seller do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Seller to aid such enforcement, or defense, and Buyer shall promptly, **upon demand**, reimburse and indemnify Seller for all reasonable costs and expenses incurred in the exercise of Seller's rights under this paragraph 11.

12. If Buyer fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Seller may discharge such obligations in Buyer's name or in Seller's name, in Seller's sole discretion, but at Buyer's expense, and Buyer agrees to reimburse Seller in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Seller in prosecuting, defending or maintaining the Trademarks or Seller's interest therein pursuant to this Agreement.

13. No course of dealing between Buyer and Seller, nor any failure to exercise, nor any delay in exercising, on the part of Seller, any right, power or privilege hereunder or under any of the Asset Purchase Agreement, Promissory Note, or other related documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Seller's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of Asset Purchase Agreement, Promissory Note, or other related documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement, together with the Asset Purchase Agreement and Promissory Note, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or

conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and upon the successors and permitted assigns of Buyer. Buyer shall not assign its rights or delegate its duties hereunder without the prior written consent of Seller.

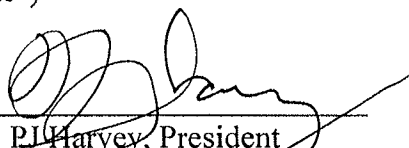
18. Buyer hereby waives notice of Seller's acceptance hereof.

19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona.


20. Upon Full Payment, Seller shall execute and deliver to Buyer, at Buyer's request and at Buyer's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Seller's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

WITNESS the execution hereof as of the date first above written.

**PJH BRANDS**  
("Seller")

By:   
Name: PJ Harvey, President

**API AUTOMOTIVE PRODUCTS  
INTERNATIONAL, INC.**  
("Buyer")

By:   
Name:  
Title:



**EXHIBIT A**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
PJ1	United States	1,090,644	May 9, 1978
PJ1 Logo	United States	5,666,023	January 29, 2019
RENEW & PROTECT	United States	2,573,150	May 28, 2002
SILVERFIRE	United States	2,402,212	November 7, 2000
GOLDFIRE	United States	1,194,601	May 4, 1982
PJ1	Argentina (Cls. 2)	2322554	October 13, 2009
PJ1	European Union	12 288 536	March 19, 2014
PJ1 (stylized)	Japan	4686882	June 27, 2003
PJ1	New Zealand	765878	October 11, 2007