

Form PTO-1594 (Rev. 6-12)  
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### 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) August 20, 2019

- 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: White Oak Commercial Finance, LLC

Street Address: 1155 Avenue of the Americas, 15th Floor

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

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 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

SEE ATTACHED SCHEDULE II

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: Kim Weissheier

Internal Address: White Oak Commercial Finance, LLC

Street Address: 1155 Avenue of the Americas, 15th Floor

City: New York

State: New York Zip: 10036

Phone Number: 212-887-7946

Docket Number: \_\_\_\_\_

Email Address: kweissheier@whiteoakcf.com

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

17

**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:**

Kim Weissheier

Signature

September 24, 2019

Date

Kim Weissheier

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$440.00 5005780

**SCHEDULE II<sup>2</sup>**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS**

Mizco Trademarks—May 30, 2019  
CONFIDENTIAL AND PRIVILEGED – LOZA & LOZA LLP

TRADEMARK REPORT							
OUR REF NO.	MARK	COUNTRY	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
MIZ-201	T Hexagon Logo	US	86/449,854	11/10/2014	5,005,780	07/26/2016	REGISTERED
MIZ-201CA	T Hexagon Logo	CA	1697327	10/09/2014	957469	12/08/2016	REGISTERED
MIZ-202	GO THE DISTANCE	US	86/625,812	05/13/2015	5,649,504	01/08/2019	REGISTERED
MIZ-203	TOUGH TESTED	US	85/317,405	05/10/2011	4,374,362	07/30/2013	REGISTERED
MIZ-203CA	TOUGH TESTED	CA	1697325	10/09/2014	957499	12/08/2016	REGISTERED
MIZ-205	FLEXGAM	US	86/775,667	10/01/2015	4,960,271	05/17/2016	REGISTERED
MIZ-206	TOUGHTTESTED	US	86/750,610	09/08/2015	5,423,827	03/13/2018	REGISTERED
MIZ-206EU	TOUGHTTESTED	EU	015299779	04/02/2016	015299779	07/21/2016	REGISTERED
MIZ-207	RE-FUEL	US	85/654,283	06/18/2012	4,614,233	09/30/2014	REGISTERED
MIZ-207EU	RE-FUEL	EU	015299787	04/02/2016	015299787	03/19/2018	REGISTERED
MIZ-208	JOBSITE	US	86/775,681	10/01/2015	5,016,261	08/09/2016	REGISTERED
MIZ-209	ESSENTIALS	US	77/346,676	12/07/2007	3,471,637	07/22/2008	REGISTERED
MIZ-209B	ESSENTIALS	US	88/046,978	07/20/2018	5,696,451	03/12/2019	REGISTERED
MIZ-209CA	ESSENTIALS	CA	1580097	05/31/2012	884473	08/20/2014	REGISTERED
MIZ-209EU	ESSENTIALS	EU	015299795	04/02/2016	015299795	07/25/2016	REGISTERED
MIZ-210	DIGIPOWER SOLUTIONS	US	75/913,921	02/10/2000	2,514,209	12/04/2001	REGISTERED
MIZ-211	DIGIPOWER	US	75/913,920	02/10/2000	2,503,627	11/06/2001	REGISTERED
MIZ-211EU	DIGIPOWER	EU	015299803	04/02/2016	015299803	12/02/2016	REGISTERED
MIZ-212	PLATINUM SERIES	US	86/249,709	04/11/2014	4,694,708	03/03/2015	REGISTERED
MIZ-213	ECL VOICE	US	86/402,754	09/23/2014	5,281,580	09/05/2017	REGISTERED
MIZ-214	T TOUGHTTESTED Logo	US	85/317,459	05/10/2011	4,083,021	01/10/2012	REGISTERED
MIZ-214EU	T TOUGHTTESTED Logo	EU	015299811	04/02/2016	015299811	08/05/2016	REGISTERED
MIZ-215	RE-FUEL	US	87/071,304	06/14/2016	5,235,203	07/04/2017	REGISTERED
MIZ-215	REFUEL	US	87/109,888	07/19/2016	5,424,206	03/13/2018	REGISTERED
MIZ-217CA	TOUGHTTESTED Logo	CA	1697330	10/09/2014	957495	12/08/2016	REGISTERED
MIZ-220	ENERGETIC	US	87/219,334	10/20/2016			ALLOWED
MIZ-221	ENERGY FOR LIFE	US	87/220,000	10/20/2016			ALLOWED
MIZ-222	ENERGY FOR LIFE	US	87/220,000	10/20/2016			ALLOWED
MIZ-228EU	RE-FUEL Logo	EU	017512591	11/23/2017	017512591	03/20/2018	REGISTERED
MIZ-230	INSTASENSE	US	87/801,294	02/16/2018	5,719,421	04/09/2019	REGISTERED

OUT  
OUT  
OUT

**II. TRADEMARK APPLICATIONS**

None.

**III. TRADEMARK LICENSES**

None.

<sup>2</sup> NTD: Loan Parties to confirm.

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 20, 2019, is made by MIZCO INTERNATIONAL, INC. (the "Grantor") in favor of WHITE OAK COMMERCIAL FINANCE, LLC ("Lender").

### BACKGROUND

Grantor and Lender are parties to that certain Factoring Agreement, dated as of August 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Lender has agreed to make Advances under the Loan Agreement for the benefit of Grantor.

Lender is willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement.

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

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Intellectual Property Security Agreement" means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

**"Trademarks"** means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. **Grant Of Security Interest In Intellectual Property Collateral.** To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender, a continuing first priority security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **"Intellectual Property Collateral"**):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on **Schedule I** hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule II** hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Representations and Warrantees.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent or Trademark except as set forth in **Schedules I-II**, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of Lender in all of Grantor's Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements in the applicable filing

assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

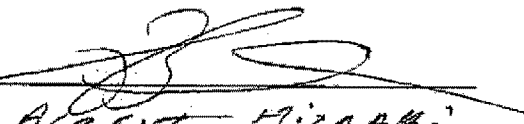
8. Termination Of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon termination of the Loan Agreement.

[Remainder of Page Intentionally Left Blank]

# 29

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

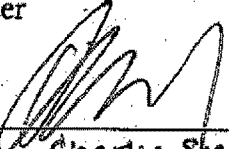
MIZCO INTERNATIONAL INC., as Grantor

By:   
Name: ALBERT HIZAR  
Title: President CEO

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED and ACKNOWLEDGED  
as of the date first written above by:

WHITE OAK COMMERCIAL FINANCE, LLC,  
as Lender

By:   
Name: Charles Shart  
Title: Executive Vice President

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE I<sup>1</sup>**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENT REGISTRATIONS**

**UTILITY & DESIGN PATENTS & Registered TradeMarks**

BRAND	PATENT	Application No.	Patent No.	Date
DIGIPOWER	device	14/315,259	US 9,780,417 B2	OCT. 3, 2017
DIGIPOWER	Alignment apparatus and athod for manufacturing thereof	14/988,261	US 9,640,908 B2	May 2, 2017
DIGIPOWER	UNIVERSAL BATTERY CHARGER	12/984,501	US 8,513,914 B2	August 20, 2013
Tough Tested	POWER ARAPTER	29/529,242	US D809,462 S	Feb. 6, 2018
Tough Tested	HEADPHONE CONTROLER	29/562,390	US D 806,673 S	JAN. 2, 2018
Tough Tested	HEADPHONE CONTROLER	29/520,459	US D783,571 S	April 11, 2017
Tough Tested	Power Adapter with cable retention structure	14/731,184	US 9,472,913 B1	OCT. 18, 2016
Tough Tested	POWER ADAPTER (CHINA)		ZL201530474869.5	SEPT. 7, 2016
Tough Tested	Power Adapter with a cable retention structure (CANADA)	No.165469		
DIGIPOWER	UNIVERSL BATTERY CHARGER (MEXICO)		315,046	
DIGIPOWER	UNIVERSAL BATTERY CHARGER (China)		ZL201180011593.8	

**II. PATENT APPLICATIONS**

None.

**III. PATENT LICENSES**

None.

<sup>1</sup> NTD: Loan Parties to confirm.



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OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### 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)       Association  
 Partnership       Limited Partnership  
 Corporation- State: New York  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: White Oak Commercial Finance, LLC

Street Address: 1155 Avenue of the Americas, 15th Floor

City: New York

State: New York

Country: USA Zip: 10036

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship Delaware

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/Execution Date(s) :**

Execution Date(s) August 20, 2019

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

SEE ATTACHED SCHEDULE II

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: JASON BOYLE

Internal Address: Lien Solutions

Street Address: 351 W. Camden St  
6th floor

City: Baltimore

Stat. MD Zip: 21201

Phone Number: 410-528-4540

Docket Number: \_\_\_\_\_

Email Address: see below

**6. Total number of applications and registrations involved:** 17

**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:** Kim Weissheier      September 24, 2019

Signature      Date

Kim Weissheier

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

email: JASON.BOYLE@WOLTERSKLUPER.COM

office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents and Trademarks shall have been duly taken.

4. Covenants. Grantor covenants and agrees with Lender as follows:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent or Trademark, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Lien granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in and Lien on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an

## FAX COVER SHEET

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**TO**

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**COMPANY**

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**FAX NUMBER** 15712730140

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**FROM** Jason Boyle

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**DATE** 2019-10-08 15:14:48 EDT

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**RE** mizcotrademark

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### COVER MESSAGE

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Good afternoon.

Please see attached trademark for recording.

Thanks.

Jason Boyle  
Asst. Client Services Manager  
Lien Solutions

Office 800-777-8567 x3284540  
Office 410-528-4540  
Fax 800-778-2028  
[jason.boyle@wolterskluwer.com](mailto:jason.boyle@wolterskluwer.com)



351 W. Camden St., 6th Floor, Baltimore, MD 21201, USA

[www.wolterskluwer.com](http://www.wolterskluwer.com)

[www.liensolutions.com](http://www.liensolutions.com)

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