

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM647460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JS PRODUCTS, INC.		12/15/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	CATHAY BANK		
Street Address:	9650 FLAIR DRIVE		
Internal Address:	MAIL CODE: EL-2-E		
City:	EL MONTE		
State/Country:	CALIFORNIA		
Postal Code:	91731		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Serial Number:	88369463	WORK SMART. WELD SAFE.	
Serial Number:	88402963	ILLUMINATOR	
Serial Number:	88404439	WIRE HORSE	
Serial Number:	88610858	RAK DISTRIBUTION	
Serial Number:	88610864	RAK DISTRIBUTION	
Serial Number:	88953973	HEX STRIKE	
Serial Number:	90342898	SANITool	
Registration Number:	4818472	STEELMAN	
Registration Number:	4831328	STEELMAN	
Registration Number:	4836822	ESP	
Registration Number:	4887902	BUMP-LITE	
Registration Number:	5257018	MAXILLA	
Registration Number:	5261755	BOUNDARY	
Registration Number:	5317257	PROLOCK	
Registration Number:	5788070	BOUNDARY	
Registration Number:	5812544	CHASSISEAR	
Registration Number:	5812548	TRACEREAR	
Registration Number:	5821821	PROTOCOL	

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Property Type	Number	Word Mark
Registration Number:	5826363	ENGINEEAR ELITE
Registration Number:	5826568	STEELMAN
Registration Number:	5827272	PROTOCOL
Registration Number:	5834333	EXO-FRAME
Registration Number:	5887021	BUILD UP. BUILD OUT.
Registration Number:	5891323	SPEEDJAW
Registration Number:	5891330	212 PERFORMANCE ARC
Registration Number:	5970557	PROLOCK
Registration Number:	5980862	PROLOCK
Registration Number:	5987802	AUTO-LOAD BLADE CHAMBER
Registration Number:	6015480	REDLEG
Registration Number:	6029182	PROLOCK
Registration Number:	6056559	STEELMAN PRO
Registration Number:	6070392	MOAB TIRE SUPPLY
Registration Number:	6092098	BOUNDARY
Registration Number:	6106862	ZEHEIT
Registration Number:	6263107	SANITool
Registration Number:	4782448	SMARTEAR
Registration Number:	1384157	BEND-A-LIGHT
Registration Number:	1563110	ENGINE EAR
Registration Number:	1871363	TIRE JIM
Registration Number:	2156793	STEELMAN
Registration Number:	2270738	STEELMAN
Registration Number:	2288844	STEELMAN
Registration Number:	2288845	STEELMAN
Serial Number:	88890012	SANIKEY
Serial Number:	88891212	SANITool
Serial Number:	88953968	SANITOTE

CORRESPONDENCE DATA

Fax Number: 2138910400

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: 2138910700

Email: pnulud@Buchalter.com,nshaw@Buchalter.com,mmandel@Buchalter.com

Correspondent Name: PHILIP NULUD/V MONICA MANDEL [PN/VMM/NS]

Address Line 1: BUCHALTER

Address Line 2: 1000 WILSHIRE BOULEVARD, SUITE 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	C1993-0003
NAME OF SUBMITTER:	V. MONICA MANDEL
SIGNATURE:	/V. Monica Mandel/
DATE SIGNED:	05/17/2021
Total Attachments: 5 source=C1993-0003 - 06. Fully Executed - JSP Trademark Agreement w_revised Schedule I-FINAL#page1.tif source=C1993-0003 - 06. Fully Executed - JSP Trademark Agreement w_revised Schedule I-FINAL#page2.tif source=C1993-0003 - 06. Fully Executed - JSP Trademark Agreement w_revised Schedule I-FINAL#page3.tif source=C1993-0003 - 06. Fully Executed - JSP Trademark Agreement w_revised Schedule I-FINAL#page4.tif source=C1993-0003 - 06. Fully Executed - JSP Trademark Agreement w_revised Schedule I-FINAL#page5.tif	



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 15th day of December, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and CATHAY BANK ("*Bank*").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 15, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between JS Products, Inc., a Nevada corporation ("*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

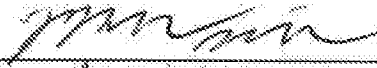
6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

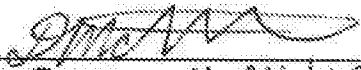
JS PRODUCTS, INC.,
a Nevada corporation

By: 
Name: Raja Wiesenauer
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

CATHAY BANK

By: 
Name: Dayana McAlister
Title: AVP, Portfolio Manager

Mark	Country	Serial #	Registration Number	PTO Status	PTO Status Date
WORK SMART. WELD SAFE.	United States	88/369,463	N/A	Pending	04/06/21
ILLUMINATOR	United States	88/402,963	N/A	Pending	04/19/21
WIRE HORSE	United States	88/404,439	N/A	Pending	12/01/20
RAK DISTRIBUTION	United States	88/610,858	N/A	Pending	02/01/21
RAK DISTRIBUTION (with Design)	United States	88/610,864	N/A	Pending	02/01/21
HEX STRIKE	United States	88/953,973	N/A	Pending	02/15/21
SANITool	United States	90/342,898	N/A	Pending	02/01/21
STEELMAN	New Zealand	1166469	N/A	Pending	
SPEEDJAW	New Zealand	1166470	N/A	Pending	
STEELMAN	Australia	2142757	N/A	Pending	
SPEEDJAW	Australia	2142764	N/A	Pending	
STEELMAN	United States	86/046,795	4,818,472	Registered	09/22/15
STEELMAN	United States	86/553,750	4,831,328	Registered	03/10/21
ESP	United States	86/612,871	4,836,822	Registered	10/20/15
BUMP-LITE	United States	86/469,446	4,887,902	Registered	01/19/16
MAXILLA	United States	86/826,148	5,257,018	Registered	08/01/17
BOUNDARY	United States	86/790,946	5,261,755	Registered	08/08/17
PROLOCK	United States	87/473,249	5,317,257	Registered	10/24/17
BOUNDARY	United States	86/790,954	5,788,070	Registered	06/25/19
CHASSISEAR	United States	88/249,041	5,812,544	Registered	07/23/19
TRACEREAR	United States	88/249,080	5,812,548	Registered	07/23/19
PROTOCOL	United States	88/273,463	5,821,821	Registered	07/30/19
ENGINEEAR ELITE	United States	88/248,901	5,826,363	Registered	08/06/19
STEELMAN	United States	88/253,421	5,826,568	Registered	08/06/19
PROTOCOL	United States	88/273,451	5,827,272	Registered	08/06/19
EXO-FRAME	United States	88/288,379	5,834,333	Registered	08/13/19
BUILD UP. BUILD OUT.	United States	88/255,982	5,887,021	Registered	10/15/19
SPEED JAW	United States	88/402,173	5,891,323	Registered	10/22/19
212 PERFORMANCE ARC	United States	88/407,724	5,891,330	Registered	10/22/19
PROLOCK	United States	88/248,910	5,970,557	Registered	01/28/20
PROLOCK	United States	88/244,688	5,980,862	Registered	02/11/20
AUTO-LOAD BLADE CHAMBER (with Design)	United States	88/279,924	5,987,802	Registered	02/18/20
REDLEG	United States	88/401,028	6,015,480	Registered	03/17/20
PROLOCK	United States	88/642,857	6,029,182	Registered	04/07/20
STEELMAN PRO	United States	88/404,451	6,056,559	Registered	05/19/20

MOAB TIRE SUPPLY	United States	88/254,286	6,070,392	Registered	06/02/20
BOUNDARY (with Design)	United States	88/402,964	6,092,098	Registered	06/30/20
ZEHEIT	United States	88/747,843	6,106,862	Registered	07/21/20
SANITool	United States	88/929,636	6,263,107	Registered	02/02/21
SMARTTEAR	United States	85/935,348	4,782,448	Registered	07/28/15
BEND-A-LIGHT	United States	73/537,774	1,384,157	Registered And Renewed	03/23/15
ENGINE EAR	United States	73/748,546	1,563,110	Registered And Renewed	02/01/19
TIRE JIM	United States	74/487,828	1,871,363	Registered And Renewed	01/27/15
STEELMAN	United States	75/286,709	2,156,793	Registered And Renewed	09/11/18
STEELMAN	United States	75/521,473	2,270,738	Registered And Renewed	01/31/19
STEELMAN	United States	75/521,461	2,288,844	Registered And Renewed	02/09/19
STEELMAN	United States	75/521,463	2,288,845	Registered And Renewed	02/09/19
SANIKEY	United States	88/890,012	N/A	Suspended	07/24/20
SANITool	United States	88/891,212	N/A	Suspended	07/24/20
SANITOTE	United States	88/953,968	N/A	Suspended	07/21/20