

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655093

<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>
LD Products, Inc.		06/21/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORBEL CAPITAL PARTNERS SBIC, L.P., as Agent		
<b>Street Address:</b>	11777 San Vicente Blvd, Suite 777		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90049		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90029353	INKCARTRIDGES.COM	
<b>Serial Number:</b>	88955600	INKPODS	
<b>Registration Number:</b>	6095995	MASTERPIECE	
<b>Registration Number:</b>	5877431	LD	
<b>Registration Number:</b>	5871136	SPEEDYINKS	
<b>Registration Number:</b>	4850745	WE'RE THE INK & TONER EXPERTS!	
<b>Registration Number:</b>	4072648	SIMPLYINK	
<b>Registration Number:</b>	3212566	123INKJETS	
<b>Registration Number:</b>	2998115	4INKJETS	
<b>Registration Number:</b>	3492006	LD PRODUCTS	
<b>Registration Number:</b>	3492005	LD	
<b>Registration Number:</b>	3306070	LD PRODUCTS	
<b>Registration Number:</b>	3306069	LD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497254100		
<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>	9497254043		
<b>Email:</b>	amina@stradlinglaw.com		

CH \$340.00 90029353

**Correspondent Name:** Arnold V. Mina  
**Address Line 1:** Stradling Yocca Carlson & Rauth, P.C.  
**Address Line 2:** 660 NEWPORT CENTER DRIVE, SUITE 1600  
**Address Line 4:** Newport Beach, CALIFORNIA 92660

**ATTORNEY DOCKET NUMBER:** 103864-0018

**NAME OF SUBMITTER:** Arnold V. Mina

**SIGNATURE:** /Arnold V. Mina/

**DATE SIGNED:** 06/21/2021

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 21st day of June, 2021, by and among the Grantor listed on the signature pages hereof ("*Grantor*"), and CORBEL CAPITAL PARTNERS SBIC, L.P., as administrative agent ("*Agent*") for the benefit of the Purchasers (as defined below).

### WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of June 21, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Note Purchase Agreement*") by and among LD Products, Inc., a California corporation ("*Company*") and one or more additional direct or indirect Subsidiaries of the Company, hereafter acquired or formed, which become party to the Note Purchase Agreement by executing an Addendum (Company, and such other Subsidiaries are sometimes individually referred to herein as an "*Issuer*" and collectively referred to herein as "*Issuers*" or "*Issuer*"), the Purchasers of the Notes named therein (the "*Purchasers*") and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date with the Note Purchase 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, Grantor is required to execute and deliver to Agent, for the benefit of the Purchasers, 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, 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 Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of 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 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 Grantor, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

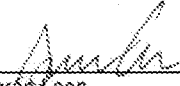
6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the 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:

LD PRODUCTS, INC., as grantor

By:   
Name: Aaron Leon  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**CORBEL CAPITAL PARTNERS SBIC, L.P.**, as  
administrative agent

By:  Corbel Capital Advisors SBIC, LLC, its  
general partner

By: \_\_\_\_\_  
Name: Jeffrey B. Schwartz  
Title: Managing Member

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
LD Products, Inc.	USA	INKCARTRIDGES.COM	90029353	June 30, 2020
LD Products, Inc.	USA	INKPODS	88955600	June 9, 2020
LD Products, Inc.	USA	MASTERPIECE	6095995	July 7, 2020
LD Products, Inc.	USA		5877431	October 8, 2019
LD Products, Inc.	USA		5871136	October 1, 2019
LD Products, Inc.	USA	WE'RE THE INK & TONER EXPERTS!	4850745	November 10, 2015
LD Products, Inc.	USA	SIMPLYINK	4072648	December 20, 2011
LD Products, Inc.	USA	123INKJETS	3212566	February 27, 2007
LD Products, Inc.	USA	4INKJETS	2998115	September 20, 2005
LD Products, Inc.	USA	LD PRODUCTS	3492006	August 26, 2008
LD Products, Inc.	USA	LD	3492005	August 26, 2008
LD Products, Inc.	USA		3306070	October 9, 2007
LD Products, Inc.	USA		3306069	October 9, 2007