

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAYSTAR PRODUCTS INTERNATIONAL, INC.		10/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One East Washington Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	87780836	PERFORMANCE ACCESSORIES	
Serial Number:	87765368	HCT	
Serial Number:	87765385	HCT	
Serial Number:	86142448	DO WHAT YOU DON'T DARE TO DO	
Serial Number:	86124204	VOODOO OFFROAD	
Serial Number:	86124274	VOODOO OFFROAD	
Serial Number:	85030832	DAYSTAR SCORPION SHOCKS	
Serial Number:	77820914	DAYSTAR	
Serial Number:	77793524	CAM CAN	
Serial Number:	77793871	CAM CAN	
Serial Number:	86902533	HCR	
Serial Number:	75391407	EZ-RIDE	
Serial Number:	86836857	SUSPENSION CONNECTION	
Serial Number:	86836845	TUFF COUNTRY	
Serial Number:	87764966	LEVELING SOLUTIONS	
Serial Number:	87823731	SHOCK SUPER STORE	
Registration Number:	4604597	REVTEK SUSPENSION LLC	
Registration Number:	5211755	LUNCH BOX LOCKER NITRO GEAR & AXLE NITRO	
Registration Number:	4073684	NITRO GEAR & AXLE	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	88308318	TOYTEC BOSS
Serial Number:	88308311	TOYTEC
Serial Number:	88174534	TOYTEC 4X4
Serial Number:	88174481	TOYTEC 4X4

CORRESPONDENCE DATA

Fax Number:

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.

Email: andrew.dupree@quarles.com

Correspondent Name: Andrew FOUNDATION Dupree

Address Line 1: 411 East Wisconsin Avenue, Suite 2400

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Andrew Dupree

SIGNATURE: /Andrew Dupree/

DATE SIGNED: 10/19/2021

Total Attachments: 7

- source=Confirmatory Grant (IP) - Daystar - WAB#page1.tif
- source=Confirmatory Grant (IP) - Daystar - WAB#page2.tif
- source=Confirmatory Grant (IP) - Daystar - WAB#page3.tif
- source=Confirmatory Grant (IP) - Daystar - WAB#page4.tif
- source=Confirmatory Grant (IP) - Daystar - WAB#page5.tif
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

This Confirmatory Grant of Security Interest in United States Trademarks and Patents (the “Confirmatory Grant”), is made as of October 15, 2021, by and between DAYSTAR PRODUCTS INTERNATIONAL, INC., a Delaware corporation (the “Company”), whose principal address is 841 South 71st Avenue, Phoenix, Arizona 85043 and WESTERN ALLIANCE BANK, as Administrative Agent for the Secured Parties whose principal address is One East Washington Street, Phoenix, Arizona 85004 (the “Agent”).

WHEREAS, the Company and Agent, as Administrative Agent for the Secured Parties, have entered into an Amended and Restated General Security Agreement of even date herewith (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Company has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all of the Company’s personal property and assets;

WHEREAS, the Company is the owner of the trademarks and the goodwill of the business in connection therewith (the “Trademarks”) and the patents (the “Patents”) listed on Exhibit A attached hereto, which Trademarks and Patents are issued or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted by the Company to the Agent, for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

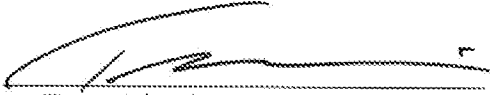
(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, pursuant to the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement. Upon such termination, the Agent shall promptly, at the expense of the Company, execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks and Patents under this Confirmatory Grant.

(b) The Company hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the right, title and interest of the Company in and to the Trademarks and Patents set forth in Exhibit A now owned or hereafter acquired by the Company, together with (1) all proceeds and products of the Trademarks and Patents, (2) the goodwill associated with the Trademarks and Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks and Patents or unfair competition regarding the same.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has executed this Confirmatory Grant effective as of the above-indicated date.

DAYSTAR PRODUCTS INTERNATIONAL,
INC., a Delaware corporation



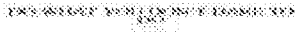




By: 
Name: Tom Schneider
Title: Chief Financial Officer





[Signature Page to Confirmatory Grant of Security Interest]

TRADEMARK
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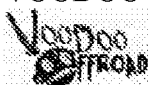

**EXHIBIT A
TRADEMARKS AND PATENTS**



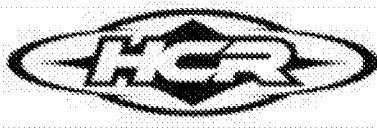



A. U.S. TRADEMARKS

Registration / Application Number	Trademark	Filing Date
87780836 (Pending)	PERFORMANCE ACCESSORIES 	02/01/2018
87765368 (Pending)	HCT	01/22/2018
87765385 (Pending)	HCT 	01/22/2018
86142448	DO WHAT YOU DON'T DARE TO DO 	12/12/2013
86124204 (Pending; Intent to Use)	VOODOO OFFROAD	11/20/2013
86124274 (Pending; Intent to Use)	VOODOO OFFROAD 	11/20/2013
85030832	DAYSTAR SCORPION SHOCKS 	05/05/2010
77820914	DAYSTAR	09/04/2009
77793524	CAM CAN	07/30/2009
77793871	CAM CAN 	07/30/2009
1502659 (Pending, Canada)	DAYSTAR SCORPION SHOCKS & DESIGN 	11/04/2010
1471875 (Canada)	DAYSTAR	03/04/2010
1032943 (International Register; registered)	DAYSTAR	03/04/2010

Registration / Application Number	Trademark	Filing Date
86902533	HCR 	02/09/2016
75391407	EZ-RIDE	11/17/1997
86836857	SUSPENSION CONNECTION <small>Suspension Connection</small>	12/02/2015
86836845	TUFF COUNTRY <small>Tuff Country</small>	12/02/2015
87764966 (Pending)	LEVELING SOLUTIONS <small>Leveling Solutions</small>	01/22/2018
87823731 (Pending)	SHOCK SUPER STORE 	06/21/2018
4604597	REVTEK SUSPENSION LLC	12/09/2013
5211755	LUNCH BOX LOCKER NITRO GEAR & AXLE NITRO- GEAR.COM 	5/30/2017
4073684	NITRO GEAR & AXLE 	12/20/2011
88308318	TOYTEC BOSS	2/20/2019
88308311	TOYTEC	2/20/2019
88174534	TOYTEC 4X4	10/30/2018
88174481	TOYTEC 4X4	10/30/2018

B. U.S. PATENTS

Patent/Application No.	Title	Filing Date
Patent #D620855	Fender for Automotive Vehicle	09/10/2018
Patent #D699169	Fender for Automotive Vehicle	09/10/2018
67/787,228	Radio Mount	12/31/2018
8,955,725	Liquid Tank and Support	01/26/2012
Patent #10,480,618	Pin Spacer and Tether for use with D-Ring	11/19/2019
29/624,187 (Patent Pending) Patent 838,160	Shackle Guard with Tether	10/30/2017 01/15/2019
15/798,306 (Patent Pending)	Shackle Guard with Tether	10/30/2017
16/045,699 (Patent Pending)	Shackle Guard with Tether	07/25/2018
16/103,769 (Patent Pending)	Shield for Vehicle Shock Absorber	08/14/2018
29/410,209	Liquid Tank	01/05/2012
87780825 (Pending)	PERFORMANCE ACCESSORIES	02/01/2018
87780836 (Pending)	PERFORMANCE ACCESSORIES 	02/01/2018
87765368 (Pending)	HCT	01/22/2018
87765385 (Pending)	HCT 	01/22/2018
86142448	DO WHAT YOU DON'T DARE TO DO 	12/12/2013
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1032943 (International Register, registered)	DAYSTAR	03/04/2010
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