

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARAMOUNT RESTYLING AUTOMOTIVE INC.		11/16/2021	Corporation: CALIFORNIA
WARNER SCIENCE APPLICATIONS		11/16/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	INDUSTRIAL FUNDING GROUP, INC.		
Street Address:	13848 Ventura Blvd.		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91423		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5114392	P	
Registration Number:	5071190	E-AUTOGRILLES	
Registration Number:	5076303	E-AUTOGRILLES	
Registration Number:	5758014	VICIOUS OFFROAD	
Registration Number:	5439336	EAG	
Registration Number:	5439337	EAG	
Serial Number:	88317365	STYLINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	5303046922		
Email:	mberens@gemcapsolutions.com		
Correspondent Name:	Richard W. Labowe		
Address Line 1:	1631 W. Beverly Blvd.		
Address Line 4:	Los Angeles, CALIFORNIA 90026		
NAME OF SUBMITTER:	Michael Berens		

OP \$190.00 5114392

SIGNATURE:	/Michael Berens/
DATE SIGNED:	11/19/2021
Total Attachments: 8 source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page1.tif source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page2.tif source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page3.tif source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page4.tif source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page5.tif source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page6.tif source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page7.tif source=Paramount Automotive - Patent and Trademark Security Agreement (Execution Version)#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of November 16, 2021 (this "Agreement"), made by PARAMOUNT RESTYLING AUTOMOTIVE INC., and WARNER SCIENCE APPLICATIONS, each a California corporation and each with a principal place of business located at 1410 E. Holt Blvd, Ontario, CA 91761, jointly and severally ("Grantor"), in favor of INDUSTRIAL FUNDING GROUP, INC., a California corporation with offices at 13848 Ventura Blvd., Sherman Oaks, CA 91423 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.


2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

**PARAMOUNT RESTYLING
AUTOMOTIVE INC.**

By: 
Name: Mingfa Yang
Title: President

WARNER SCIENCE APPLICATIONS

By: 
Name: Mingfa Yang
Title: President

ACCEPTED AND AGREED:

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

**PARAMOUNT RESTYLING
AUTOMOTIVE INC.**

By: _____
Name: _____
Title: _____

WARNER SCIENCE APPLICATIONS

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By: _____
Name: *Steve Quall*
Title: *V.P.*

[SIGNATURE PAGE - PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

United States Patents - Paramount Restyling Automotive Inc.

Our Ref. No.	U.S. Patent No	Title	Status	Next Action Due
PAR4.PAD.e0	D818,34	Tire Carrier	Patente	Expires on
1	3	Fender-To-Grille Turn Signal Relocation Kit	d	05/23/2030 First maintenance fee window opens on
PAR4.PAU.e0	10,899,3	Spare Tire	Patente	03//16/2024. First maintenance

DESIGN PATENTS

Paramount parts #	our docket #	patent application #	application filing date (yyyymmdd)	patent #	grant date (yyyymmdd)	Notes
Bumper 冲压杠 Jeep Wrangler	79722.0041	29729603	20200327			
Front fender flare 前轮眉 Jeep Wrangler /Gladiator JL/JT, JK	79722.0042	29747943	20200826			
Handle	79722.0014	29621148	20171004	D883065	20200505	
Door/spider	79722.0013	29621132	20171004	D854994	20190730	
Door/flag	79722.0017	29647936	20180517	D854477	20190723	
Door/flag	79722.0019	29647937	20180517	D854478	20190723	
Door/flag	79722.0020	29647958	20180517	D854479	20190723	

UTILITY PATENTS:

Jeep Gladiator JL/JT, JK

Paramount parts #	our docket #	patent application #	application filing date (yyyymmdd)	patent #	grant date (yyyymmdd)	Notes
light housing	79722.0052	15/860550	20180102	10166941	20190101	
rear view camera mount	79722.0053	16/351296	20190312	10625689	20200421	
fog light mount	79722.0054	16/200473	20181126	10647279	20200512	

EXHIBIT 2

Trademarks

United States Trademarks - Paramount Restyling Automotive Inc.

Our Ref. No.	Registration/ Application No.	Mark	Status	Next Action Due
PAR4.TMA.e	5,114,392	Plog	Registered	Declaration of Use and Incontestability window opens on

United States Trademarks-Warner Science Applications

Our Ref. No.	Registration/ Application No.	Mark	Status	Next Action Due
WAR2.1MA.e01	5,071,190	e-autogrilles	Registered	Declaration of Use and Incontestability window opens on 11/01/2021.
WAR2.TMA.e02	5,076,303	e-autogrilles & Design	Registered	Declaration of Use and Incontestability window opens on 11/08/2021.
WAR2.TMA.e04	5,758,014	VICIOUS OFFROAD	Registered	Declaration of Use and Incontestability window opens on 05/21/2024.
WAR2.TMA.e10	5,439,336	EAG	Registered	Declaration of Use and Incontestability window opens on 04/03/2023.
WAR2.TMA.e11	5,439,337	EAG Stylized	Registered	Declaration of Use and Incontestability window opens on 04/03/2023.
WAR2.TMA.e12	88/317,365	STYLELINE	Pending	Statement of Use or Request for Extension of Time due by 08/10/2021.

EXHIBIT A

ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of _____, 202_ made by PARAMOUNT RESTYLING AUTOMOTIVE INC., and WARNER SCIENCE APPLICATIONS, each a California corporation and each with a principal place of business located at 1410 E. Holt Blvd, Ontario, CA 91761, jointly and severally ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Industrial Funding Group, Inc., a California corporation ("Lender") are parties to that certain Loan and Security Agreement, dated as of November 16, 2021 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's

right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

**PARAMOUNT RESTYLING
AUTOMOTIVE INC.**

By: _____
Name: _____
Title: _____

WARNER SCIENCE APPLICATIONS

By: _____
Name: _____
Title: _____