

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stansport, LLC		03/31/2022	Limited Liability Company: NEVADA
Standard Sales, LLC		03/31/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Huntingon National Bank
Street Address:	200 Public Square
Internal Address:	CM 64
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	4199805	STANSPORT SINCE 1949
Registration Number:	5386630	STANSPORT
Registration Number:	4199782	STANSPORT SINCE 1949
Registration Number:	5375370	STANSPORT
Registration Number:	4199804	STANSPORT SINCE 1949
Registration Number:	4199803	STANSPORT SINCE 1949
Registration Number:	4199781	STANSPORT SINCE 1949
Registration Number:	4199780	STANSPORT SINCE 1949
Registration Number:	4998410	STANSPORT SINCE 1949
Registration Number:	4195766	STANSPORT SINCE 1949
Registration Number:	4988861	STANSPORT SINCE 1949
Registration Number:	5384834	STANSPORT
Registration Number:	5386631	STANSPORT
Registration Number:	5386632	STANSPORT
Registration Number:	4199779	STANSPORT SINCE 1949
Registration Number:	5386628	STANSPORT

OP \$840.00 4199805

Property Type	Number	Word Mark
Registration Number:	5375372	STANSPORT
Registration Number:	5375382	STANSPORT
Registration Number:	5375383	STANSPORT
Registration Number:	5386629	STANSPORT
Registration Number:	5386627	STANSPORT
Registration Number:	5375371	STANSPORT
Registration Number:	5375384	STANSPORT
Registration Number:	3004807	SHOT SHELL
Registration Number:	3892316	TUFF STOVE
Registration Number:	3610879	BLACK GRANITE
Registration Number:	4513954	AUTUMN SUN FOODS
Registration Number:	4015964	POLYWARE
Registration Number:	5879145	PACIFIC PLAY TENTS
Registration Number:	3264727	PACIFIC PLAY TENTS
Registration Number:	5879144	PACIFIC PLAY TENTS
Registration Number:	3249364	PACIFIC PLAY TENTS
Registration Number:	4487812	PACIFIC PLAY TENTS

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.

Phone: 9188355997

Email: shiers@mcguirewoods.com

Correspondent Name: Fredericka J. Sowers

Address Line 1: 501 Fayetteville Street

Address Line 2: Suite 500

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER: Fredericka J. Sowers

SIGNATURE: /Fredericka J. Sowers/

DATE SIGNED: 04/04/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is made as of March 31, 2022, among **STANSPORT, LLC**, a Nevada limited liability company ("Stansport"), and contemporaneously with the Closing Date Acquisition, **STANDARD SALES, LLC**, a California limited liability company ("Standard Sales" and, together with Stansport, "Borrowers" and each, a "Borrower"), and **THE HUNTINGTON NATIONAL BANK**, a national banking association (together with its successors and assigns, the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Security Agreement dated on or about the date hereof, among Borrowers and Lender (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to make certain Loans to Borrowers; and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Credit Agreement that Borrowers execute and deliver this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make Loans to Borrowers pursuant to the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Borrowers' Obligations under the Credit Agreement, each Borrower hereby grants to Lender a continuing security interest in all of the right, title and interest of such Borrower in and to all Intellectual Property rights held by such Borrower, including without limitation, the following collateral, whether now owned or hereafter acquired (the "IP Collateral"):

(a) The U.S. copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S. trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing, provided that such grant does not include any Excluded Assets (collectively, the "Trademarks");

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Borrower authorizes and requests that the United States Register of Copyrights and the United States Commissioner of Patents and Trademarks file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender shall have all rights and remedies against the IP Collateral under the Credit Agreement, the other Loan Documents, and applicable law.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein, any Borrower shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks (collectively, "After-Acquired IP Collateral"), the provisions of this IP Security Agreement shall automatically apply thereto and such Borrower shall give notice thereof as required under the Credit Agreement and shall execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein. In addition, and without limiting the foregoing, each Borrower irrevocably authorizes and empowers Lender to modify this Agreement by amending Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any such After-Acquired IP Collateral.

5. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Credit Agreement. The rights and remedies of Borrowers and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PRINCIPLES.

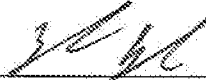
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

BORROWERS:

STANSPORT, LLC,
a Nevada limited liability company

By: HNB CAPITAL LLC, its Manager



By: Howard Brand as Manager of
HNB Capital LLC

Contemporaneously with the Closing Date Acquisition:

STANDARD SALES, LLC,
a California limited liability company

By: STANSPORT, LLC, its sole Member



By: Howard Brand, as Manager of
HNB Capital LLC, Manager of
Stansport, LLC

[Signatures continued on following page]

LENDER

THE HUNTINGTON NATIONAL BANK

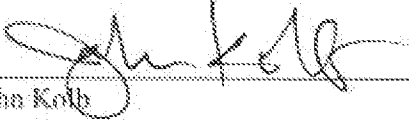
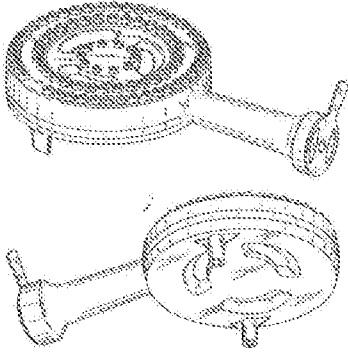
By: 
Name: John Kolb
Title: Vice President

EXHIBIT A
Copyright Collateral

NONE.

EXHIBIT B
Patent Collateral





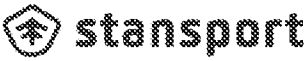
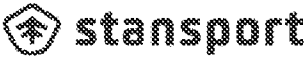

1. United States Design Patent, Patent No: US D682,028 S, Date of Patent: 5/14/2013, Inventor: Victor Preisler, Term: 14 Years, Claim: Ornamental design for a gas burner










2. LICENSE: State of Utah, Department of Agriculture and Food, Permit for Manufacturing of Bedding and/or Upholstered Furniture, Jiangsu Lilong Outdoor Product / Stansport, License: 1101-226333, Registry No: UT 3679 (CN)

EXHIBIT C
Trademark Collateral

<u>Trademark</u>	<u>Int. Cl.</u>	<u>Geography</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Owner</u>
	22	United States	4199805	8/28/2012	Standard Sales, Inc.
 stansport	21	United States	5386630	1/23/2018	Standard Sales, Inc.
	22	United States	4199782	8/28/2012	Standard Sales, Inc.
STANSport	21	United States	5375370	1/9/2018	Standard Sales, Inc.
	21	United States	4199804	8/28/2012	Standard Sales, Inc.
	20	United States	4199803	8/28/2012	Standard Sales, Inc.
	21	United States	4199781	8/28/2012	Standard Sales, Inc.
	20	United States	4199780	8/28/2012	Standard Sales, Inc.
	18	United States	4998410	7/12/2016	Standard Sales, Inc.
	11	United States	4195766	8/21/2012	Standard Sales, Inc.

	18	United States	4988861	6/28/2016	Standard Sales, Inc.
STANSport	18	United States	5384834	1/23/2018	Standard Sales, Inc.
	24	United States	5386631	1/23/2018	Standard Sales, Inc.
	25	United States	5386632	1/23/2018	Standard Sales, Inc.
	11	United States	4199779	8/28/2012	Standard Sales, Inc.
	18	United States	5386628	1/23/2018	Standard Sales, Inc.
STANSport	22	United States	5375372	1/9/2018	Standard Sales, Inc.
STANSport	25	United States	5375382	1/9/2018	Standard Sales, Inc.
STANSport	24	United States	5375383	1/9/2018	Standard Sales, Inc.
	20	United States	5386629	1/23/2018	Standard Sales, Inc.
	11	United States	5386627	1/23/2018	Standard Sales, Inc.
STANSport	18	United States	5384834	1/23/2018	Standard Sales, Inc.
STANSport	20	United States	5375371	1/9/2018	Standard Sales, Inc.
STANSport	11	United States	5375384	1/9/2018	Standard Sales, Inc.
SHOTHELL	N/A	United States	3004807	10/4/2005	Standard Sales, Inc.

TUFF STOVE	11	United States	3892316	12/21/2010	Standard Sales, Inc.
BLACK GRANITE	21	United States	3610,879	4/28/2009	Standard Sales, Inc.
AUTUMN SUN FOODS	29	United States	4513954	4/15/2014	Standard Sales, Inc.
POLYWARE	21	United States	4015964	8/23/2011	Standard Sales, Inc.
	35	China	2581188	11/28/2018	Standard Sales, Inc.
 stansport WE MAKE CAMPING FUN 1970 - 1989	35	China	25820450	11/28/2018	Standard Sales, Inc.
 stansport WE MAKE CAMPING FUN 1970 - 1989	41	China	25820456	3/21/2019	Standard Sales, Inc.
 stansport WE MAKE CAMPING FUN 1970 - 1989	11	China	25816985	3/21/2019	Standard Sales, Inc.
 stansport WE MAKE CAMPING FUN 1970 - 1989	21	China	25822471	3/21/2019	Standard Sales, Inc.
 stansport WE MAKE CAMPING FUN 1970 - 1989	20	China	25820429	3/21/2019	Standard Sales, Inc.
 stansport WE MAKE CAMPING FUN 1970 - 1989	24	China	25815870	3/21/2019	Standard Sales, Inc.
STANSPO RT JIANGSU LILONG OUTDOOR PRODUCT	Bedding/ Furniture	Utah	1101-226333	12/31/2022	Standard Sales, Inc.






<u>Trademark</u>	<u>Int. Cl.</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Owner</u>
	24	United States	5879145	10/8/2019	Pacific Play Tents, Inc.
	28	United States	3264727	7/17/2007	Pacific Play Tents, Inc.
	28	United States	5879144	10/8/2019	Pacific Play Tents, Inc.
PACIFIC PLAY TENTS	28	United States	3249364	6/5/2007	Pacific Play Tents, Inc.
	20 and 28	United States	4487812	2/25/2014	Pacific Play Tents, Inc.
 	N/A	China	00786396	6/20/2019	Pacific Play Tents, Inc.
	28	Australia	1700795	6/17/2015	Pacific Play Tents, Inc.
PACIFIC PLAY TENTS	28	Australia	1700791	6/17/2015	Pacific Play Tents, Inc.

EXHIBIT D
Domain Names

1. Company Website: <https://stansport.com/>
2. Facebook: <https://www.facebook.com/stansport/>
3. Instagram: <https://www.instagram.com/stansport/?hl=en>
4. Twitter: <https://twitter.com/stansport>
5. YouTube: <https://www.youtube.com/user/StansportSince1949>
6. Company Website: <https://pacificplaytents.com/>
7. Facebook: <https://www.facebook.com/PacificPlayTents/>
8. Instagram: <https://www.instagram.com/pacificplaytents/?hl=en>
9. Twitter: <https://twitter.com/pacplaytents>
10. YouTube: <https://www.youtube.com/user/StansportSince1949>