

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MACE SECURITY INTERNATIONAL, INC.		10/20/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GEMCAP SOLUTIONS, LLC		
Street Address:	9901 I.H. 10 West, Suite 800		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	97235906	CHAMELEON	
Registration Number:	2093478	EASY WATCH	
Registration Number:	6163629	GUARD ALASKA	
Registration Number:	6456660	IT'S ONLY REAL IF IT'S GOT THE SEAL AUTH	
Registration Number:	0888911	MACE	
Registration Number:	2010600	MACE	
Registration Number:	1909927	MACE	
Registration Number:	2890851	MACE	
Registration Number:	6068573	MACE	
Registration Number:	3808019	MACE	
Registration Number:	6456659	MACE	
Registration Number:	3568302	MACE PEPPER GUN	
Registration Number:	6713569	MTS	
Registration Number:	1728582	MUZZLE	
Registration Number:	3064607	PEPPER GEL	
Registration Number:	1734010	PEPPERGARD	
Registration Number:	1756068	SCREECHER	
Registration Number:	2909279	TAKE DOWN	
Registration Number:	2301311	TG GUARD	

OP \$565.00 97235906

Property Type	Number	Word Mark
Registration Number:	3811829	TORNADO
Registration Number:	3964147	TORNADO
Registration Number:	5122521	VIGILANT PERSONAL PROTECTION SYSTEMS

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: 5303046922
Email: mberens@gemcapsolutions.com
Correspondent Name: Michael Berens
Address Line 1: 9901 I.H. 10 West, Suite 800
Address Line 2: GEMCAP SOLUTIONS, LLC
Address Line 4: San Antonio, TEXAS 78230

ATTORNEY DOCKET NUMBER:	2156854
NAME OF SUBMITTER:	Michael Berens
SIGNATURE:	/Michael Berens/
DATE SIGNED:	10/24/2023

Total Attachments: 13
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement, dated as of October 20, 2023 (this “Agreement”), made by MACE SECURITY INTERNATIONAL, INC., a Delaware corporation with a principal place of business located at 4400 Carnegie Avenue, Cleveland, OH 44103 (“Grantor”), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (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 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:

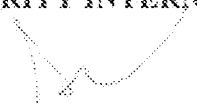
1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

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.

MACE SECURITY INTERNATIONAL, INC.

By:  _____

Name: Sanjay Singh

Title: CEO

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By: _____
David Ellis, Co-President

[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.

MACE SECURITY INTERNATIONAL, INC.

By: _____


Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By:  _____
David Ellis, Co-President

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Patents

Patent Application Title	US Filing Date	US Application Number	US Grant Date	US Patent No.	Owner
PERSONAL DEFENSE SPRAY DEVICE	2009-03-18	12/406905	2013-06-04	8,453,883	Mace Security International, Inc.
CHAMELEON	2022-03-31	63/362,275	Pending	Pending	Mace Security International, Inc.
POCKET HERO	2022-03-31	63/362,276	Pending	Pending	Mace Security International, Inc.

EXHIBIT 2**Trademarks**

Mark Name	US Registration Date	US Registration Number	US Application Date	US Application Number	Owner
CHAMELEON			2022-01-24	97235,906	Mace Security International, Inc.
EASY WATCH	1997-09-02	2093478	1995-06-26	74694142	Mace Security International, Inc.
GUARD ALASKA	2020-09-29	6163629	2020-03-16	88836044	Mace Security International, Inc.
IT'S ONLY REAL IF IT'S GOT THE SEAL AUTHENTIC MACE M BRAND PRODUCT PROTECTING YOUR WORLD SINCE 1965	2021-08-17	6,456,660	2019-12-23	88737,844	Mace Security International, Inc.
MACE	1970-04-07	0888911	1968-02-21	72291,549	Mace Security International, Inc.
MACE	1996-10-22	2010600	1994-06-07	74534476	Mace Security International, Inc.
MACE	1995-08-08	1909927	1994-06-22	74541060	Mace Security International, Inc.
MACE	2004-10-05	2890851	2003-03-28	76502323	Mace Security International, Inc.
MACE	2020-06-02	6068573	2019-10-31	88675287	Mace Security International, Inc.

MACE & Design	2010-06-22	3808019	2009-03-12	77689274	Mace Security International, Inc.
MACE & Design	2021-08-17	6456659	2019-12-23	88737833	Mace Security International, Inc.
MACE PEPPER GUN	2009-01-27	3568302	2007-08-23	77262910	Mace Security International, Inc.
MTS	2022-04-26	6,713,569	2018-03-01	87816,660	Mace Security International, Inc.
MUZZLE	1992-10-27	1728582	1991-04-10	74155,862	Mace Security International, Inc.
PEPPER GEL	2006-02-28	3064607	2004-09-29	78491663	Mace Security International, Inc.
PEPPERGARD	1992-11-17	1734010	1991-03-18	74148810	Mace Security International, Inc.
SCREECHER	1993-03-02	1756068	1991-06-14	74175968	Mace Security International, Inc.
TAKE DOWN	2004-12-07	2909279	2003-07-25	78278867	Mace Security International, Inc.
TG GUARD	1999-12-21	2301311	1997-09-02	75349830	Mace Security International, Inc.
TORNADO	2010-06-29	3811829	2009-03-26	77700456	Mace Security International, Inc.
TORNADO & Design	2011-05-24	3,964,147	2009-12-24	77/900,867	Mace Security International, Inc.
VIGILANT PERSONAL PROTECTION SYSTEMS	2017-01-17	5122521	2016-05-16	88836044	Mace Security International, Inc.

EXHIBIT A

ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of _____, 202__ made by MACE SECURITY INTERNATIONAL, INC., a Delaware corporation with a principal place of business located at 4400 Carnegie Avenue, Cleveland, OH 44103 ("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 GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of October 20, 2023 (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 Trademarks and Patents 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 Trademarks and Patents 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.

[Signature Page Follows]

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

ASSIGNOR:

MACE SECURITY INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

[Signature Page – Assignment of Patents and Trademarks]

EXHIBIT 1

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MTS	2022-04-26	6,713,569	2018-03-01	87816,660	Mace Security International, Inc.
MUZZLE	1992-10-27	1728582	1991-04-10	74155,862	Mace Security International, Inc.
PEPPER GEL	2006-02-28	3064607	2004-09-29	78491663	Mace Security International, Inc.
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