

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACKIT, LLC		03/08/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
DELAWARE			
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86173910	PK2	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1581 PACKIT		
NAME OF SUBMITTER:	ERIN O'BRIEN		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	04/21/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 8, 2013 by and between COMERICA BANK ("Bank") and PACKIT, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

875 Westlake Boulevard, Suite 112
Westlake Village, CA 91361
Fax: () _____
Attn: _____

PACKIT, LLC

By: [Signature]
Name: Melissa [Signature]
Title: CEO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: [Signature]
Name: Walter Weston
Title: VP

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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EXHIBIT C
Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
PACKIT FREEZE + GO PACKIT	85/422,519	09/14/11
PACKIT	4,139,207	05/08/12
PACKIT	3,854,881	09/28/10
PK2	86/173,910	01/23/14

PATENTS

BATTERNO	COUNTRY	TYPE	SERIALNO	PATENTNO	PUBNO	TITLE	STATUS	PROR	FILE
117103-001H1	AU	UTL	2010235657			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001C1	CA	UTL	2,759,565			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001D1	CH	UTL	201060017784.2		CH 102438917 A	COLLAPSEBLE INSULATED CONTAINER	PUBLISHED	4/23/2009	4/23/2010
117103-001E1	JP	UTL	13/541,163		US-2012-0269822-A1	COLLAPSEBLE INSULATED CONTAINER	PUBLISHED	4/23/2009	7/7/2012
117103-001B1	EP	UTL	10/67842.7		2421772	COLLAPSEBLE INSULATED CONTAINER	PUBLISHED	4/23/2009	4/23/2010
117103-001K1	KR	UTL	12110517.9			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001J1	JP	UTL	2012-307435			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001R1	KR	UTL	10-2013-7027933			COLLAPSEBLE INSULATED CONTAINER	PENDING	4/23/2009	4/23/2010
117103-001P1	WO	UTL	PCT/US1032249		WO 2010/124214	COLLAPSEBLE INSULATED CONTAINER	NAT PHASE	4/23/2009	4/23/2010
117103-001K1	US	PR/	61/214,364			SELF-INSULATING CONTAINERS AND COVERINGS	EXPIRED	4/23/2009	4/23/2009
117103-001U1	US	UTL	12/652,661	8,209,985	US-2010-0270917-A1	COLLAPSEBLE INSULATED CONTAINER	ISSUED	4/23/2009	1/3/2010

TRADEMARKS

BATTERNO	COUNTRY	MARK	APPRO	REGNO	STATUS	FILE	REG
117103-000TH	US	PAOBT	77/667,493	3,854,891	REGISTERED	11/8/2009	9/23/2010
117103-0092H	US	DESIGN	85/422,518		PENDING	9/14/2011	
117103-0003H	US	PAOBT stylized	65/435,176	4,139,207	REGISTERED	9/23/2011	5/6/2012
117103-011HW-AU	AU	PAOBT	1491827	1 038 936	REGISTERED	11/29/2010	11/29/2010
117103-011HW-EU	EU	PAOBT	1 038 936	1038936	REGISTERED	5/6/2010	6/7/2010
117103-10001R	BR	PAOBT	N/A		PENDING	1/15/2013	
117103-1001CA	CA	PAOBT	1,630,010		PENDING	5/6/2010	
117103-1001CH	CH	PAOBT	1 038 936		ABANDONED	5/6/2010	
117103-1001HK	KR	PAOBT	1316838		PENDING	10/12/2012	
117103-1001WO	WO	PAOBT		1 038 936	REGISTERED		5/6/2010
117103-1003AU	AU	PAOBT stylized	1451890	1451890	REGISTERED	10/4/2011	5/18/2012
117103-1003CN	CH	PAOBT stylized	10055823		PENDING	70/12/2011	
117103-1003FI	FI	PAOBT stylized	2506924		PENDING	3/28/2012	

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