

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Mobility Scooters, Inc.		07/16/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	BankUnited, N.A.		
Street Address:	7815 NW 148th Street		
City:	Miami Lakes		
State/Country:	FLORIDA		
Postal Code:	33016		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87851606	CHALLENGER MOBILITY	
CORRESPONDENCE DATA			
Fax Number:	727-456-44		
<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:	727-456-4462		
Email:	jon@coats-schmidt.com		
Correspondent Name:	Jon B Coats Jr		
Address Line 1:	4055 Central Avenue		
Address Line 4:	St. Petersburg, FLORIDA 33713		
NAME OF SUBMITTER:	Jon B. Coats, Jr.		
SIGNATURE:	/Jon B. Coats, Jr./		
DATE SIGNED:	07/31/2018		
Total Attachments: 5			
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OP \$40.00 87851606

COLLATERAL ASSIGNMENT OF AMAZON AGREEMENT AND INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF AMAZON AGREEMENT AND INTELLECTUAL PROPERTY (the "Assignment") is entered into as of this 16th day of July, 2018, by and between:

TOP MOBILITY SCOOTERS, INC., hereinafter referred to as "**GRANTOR**", "**DEBTOR**" or "**BORROWER**"), the party of the first part; and

BANKUNITED, N.A. (hereinafter referred to as "**LENDER**"), party of the second part.

WITNESSETH THAT:

WHEREAS, the Borrower's principals, Timothy J. Sweeney and Dennis J. Sweeney, by virtue of the loan from Lender of even date herewith have acquired a 100% interest in the shares of the Borrower; and

WHEREAS, the Borrower operates under certain online licenses titled, among others, the "Amazon Services Business Solutions Agreement", the eBay, Inc. User Agreement, the Etsy.com Seller Policy, and the Walmart Marketplace Program Retailer Agreement, and such agreements which are more particularly described in the attached Exhibit "A" attached hereto and by this reference made a part hereof (the "License"); and

WHEREAS, the Borrower has some interest in certain general intangibles, including but not limited to intellectual property owned by it, which specifically includes but is not limited to that certain trademark application for the registered trademark "Challenger Mobility" with United States Patent and Trademark Office Serial Number 87851606 (collectively referred to herein as the "Property"), the Property being further described in the attached Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, Lender has agreed to make a loan in the amount of Three Million Three Hundred Nineteen Thousand and no/100 Dollars (\$3,319,000.00) to Borrower (the "Loan"), the purpose of the Loan being for the principals, Timothy J. Sweeney and Dennis J. Sweeney, to acquire 100% of the stock of the Borrower; and

WHEREAS, one of the conditions of the Loan requires that the Grantor assign its right, title and interest in and to the Property, License and all renewals, modifications and extensions thereof with the right to reassign the same as security for said Loan.

NOW, THEREFORE, for and in consideration of the making of the Loan by Lender to Borrower, Grantor does hereby unconditionally assign, transfer and set over unto the Lender, with the right to reassign, all of its rights, title and interest in and to the Property and License and in and to all lawful rights to payment, setoff, proceeds, products and modifications thereof; it being nevertheless expressly understood and agreed that this Assignment is made by the party of the first part to the Lender upon the following terms, covenants, limitations, and conditions:

1. Grantor shall retain the right to the Property and to operate under the License in accordance with the terms and conditions of the License and all renewals thereof so long as no Event of Default (as defined by any agreement evidencing the Loan) has occurred.

2. If default be made by the Borrower in the payment or performance of the Loan, then Lender shall have the option of taking over the Property and/or License and running the business. Upon the receipt of notice of exercise of such option, the Lender shall be deemed to be substituted as the owner/licensee in the place and stead of the Grantor and shall be deemed to have assumed expressly all of the terms, covenants, and obligations of the ownership of the Property and utilization of the License theretofore applicable to the party of

the first part, and shall likewise be entitled to enjoy all of the rights and privileges granted to the Grantor under the terms and conditions of the Property and License, with the right to reassign the same, without further consent, comment or notice to/from Grantor.

3. It is understood and agreed that so long as the Lender shall not have exercised its option under the foregoing provisions hereof, the Lender shall not be liable for any obligation, liability, loss or malfeasance of the Grantor under and by virtue of or in connection with the License and/or Property, nor for any obligation, liability, loss or malfeasance of the Grantor occurring prior to the Lender's election to take over the Property and/or License for which Grantor does hereby forever defend, indemnify and hold harmless the Lender and its successors and/or assigns, from and against any and all liability, loss, claims, or incidents arising out of or relating to events transpiring prior to the time in which Lender elects to take over the License and/or Property.

4. So long as this Agreement remains in effect and any debt remains outstanding on the Loan, Borrower shall make application and secure all renewals of the License and ownership of the Property, including but not limited to all patent and/or trademark renewals and shall take all steps necessary to secure, defend and continue any such licenses until Lender has been paid in full and the Loan is satisfied or until Lender has otherwise issued its prior written consent. Borrower shall not, without Lender's prior written consent, fail to renew or meet any benchmarks, requirements or conditions precedents set forth by the Licensor with regard to renewal of the License or issuance of a new license or renewal of any such trademark, patent application, registration of domain name, and/or other protection of any such intellectual property or general intangible.

5. Lender may at any time in Lender's discretion transfer the Property and/or License into Lender's own name or that of Lender's nominee without further notice or consent from Grantor.

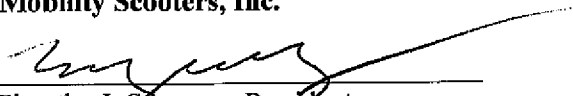
6. Borrower and each Guarantor covenant and agree, at their sole cost and expense, to indemnify, protect and save Lender harmless against and from any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, settlements, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Lender, Grantor or Borrower arising directly or indirectly from or out of operation of the business pursuant to the License and/or Property.

7. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

BORROWER/GRANTOR:

Top Mobility Scooters, Inc.

By: 
Timothy J. Sweeney, President

BORROWER/GRANTOR NOTARY:

STATE OF Florida

COUNTY OF Piellas

On July 16, 2018, before me, Jon B. Coats, Jr personally appeared **DENNIS J. SWEENEY**, the President of **Top Mobility Scooters, Inc.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the officer whose name is subscribed to the within instruments, and acknowledged to me that s/he executed the same in his/her authorized capacity as the President of **Top Mobility Scooters, Inc.**, and that by his/her signature on the instruments the entity upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

Signature _____

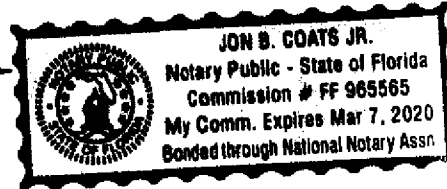
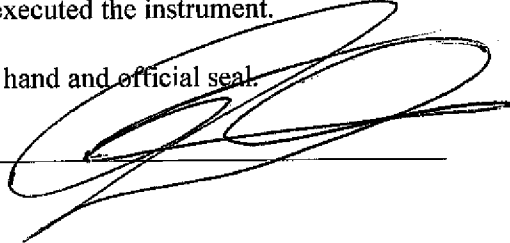


EXHIBIT "A"

(Amazon Services Business Solutions Agreement, eBay User Agreement, Etsy.com Seller Policy and
Walmart Marketplace Program Retailer Agreement a/k/a the "License")

[see attached]

EXHIBIT "B"
(Description of the Property)

All assets of Debtor, including but in no way limited to the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located: All of Debtor's Equipment, Fixtures, Inventory, Accounts, Instruments, Chattel Paper, and General Intangibles, including the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located: (a) all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described; (b) all products and produce of the property described herein; (c) all accounts, general intangibles, instruments, rents, monies, payments, and other rights, arising out of a sale, lease, consignment, or other disposition of any property described herein; (d) all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any the property described herein, and sums due from a third party who has damaged or destroyed the property or from that party's insurer, whether due by judgment, settlement, or other process; and (e) all records and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Debtor's right, title and interest in and to all computer software, domain names, URLs, and all accounts required to utilize, create, maintain, and process any such records or data or personal property of the Debtor. This includes but is not limited to the following patents/copyrights/trademarks:

- The registered trademark "Challenger Mobility" with United States Patent and Trademark Office Serial Number 87851606
- All domain names registered to and relating to the Borrower's business